

AGENDA
REGULAR MEETING OF COUNCIL
September 17, 2018
6:00 PM

1. ROLL CALL
2. READING OF MINUTES
3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES:
 - 3.A TAX ASSESSOR'S REPORT FOR HEARING DATE TO BE HELD SEPTEMBER 26, 2018.

[Tax Assessor's Report for 09-26-18.pdf](#)
 - 3.B TAX ASSESSOR'S RESULTS REPORTS FOR HEARING DATES HELD AUGUST 29 AND SEPTEMBER 5, 2018.

[Tax Assessor's Results Reports for 08-29-18 and 09-05-18.pdf](#)
 - 3.C MINUTES OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY MEETING HELD AUGUST 6, 2018.

[Minutes of the Scranton Municipal Recreation Board Meeting held 8-6-18.pdf](#)
 - 3.D MINUTES OF THE RESCHEDULED MEETING OF THE LACKAWANNA COUNTY LAND BANK HELD AUGUST 15, 2018.

[Lacka Couny Land Bank Meeting 8-15-18.pdf](#)
 - 3.E AGENDA FOR THE BOARD OF ZONING APPEALS MEETING HELD SEPTEMBER 12, 2018.

[Zoning Board Meeting 9-12-18.pdf](#)

4. CITIZENS PARTICIPATION

5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES:

5.A MOTIONS

5.B FOR INTRODUCTION – AN ORDINANCE – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT AND, IF SUCCESSFUL, A GRANT AGREEMENT, AND ACCEPT THE FUNDS RELATED THERETO THROUGH THE BJA FY 18 EDWARD BYRNE JUSTICE ASSISTANCE GRANT (“JAG”) PROGRAM-LOCAL SOLICITATION IN THE AMOUNT OF \$21,053.00.

[Ordinance-2018 JAG Grant for Scranton Police.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

6.A READING BY TITLE - FILE OF THE COUNCIL NO. 27, 2018 – AN ORDINANCE – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2019.

[Ordinance-2018 CDBG Program for 2019.pdf](#)

- 6.B READING BY TITLE - FILE OF THE COUNCIL NO. 28, 2018 - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 125, 2017, AN ORDINANCE ENTITLED "GENERAL CITY OPERATING BUDGET 2018" BY TRANSFERRING \$50,000.00 FROM ACCOUNT NO. 01.401.17040.4299 (NON-DEPARTMENTAL EXPENDITURES-OPEB TRUST FUND) TO ACCOUNT NO. 01.401.10110.4299 (NON-DEPARTMENTAL EXPENDITURES-SHADE TREE COMMISSION) TO PROVIDE FUNDING FOR ADDITIONAL TREE MAINTENANCE COSTS AND THE PREPARATION OF A BASIC PLAN ON HOW TO DEPLOY ADDITIONAL TREES IN THE DOWNTOWN SECTION OF THE CITY.

[Ordinance-2018 Transfer \\$50K to Shade Tree Commission Account.pdf](#)

- 6.C READING BY TITLE - FILE OF THE COUNCIL NO. 29, 2018 - AN ORDINANCE - ACKNOWLEDGING THE ADOPTION BY THE COMMONWEALTH OF PENNSYLVANIA OF THE PENNSYLVANIA FIREWORKS LAW, ACT 43 OF 2017, ACKNOWLEDGING THAT THE FIREWORKS LAW PROHIBITS THE IGNITING OR DISCHARGE OF CONSUMER FIREWORKS ON PUBLIC OR PRIVATE PROPERTY WITHOUT THE EXPRESS PERMISSION OF THE OWNER, PROVIDING THAT THE CITY OF SCRANTON DOES NOT GRANT PERMISSION FOR ANYONE TO IGNITE OR DISCHARGE CONSUMER FIREWORKS ON THE STREETS OR SIDEWALKS OF THE CITY OF SCRANTON OR PROPERTY OWNED BY THE CITY OF SCRANTON INCLUDING, WITHOUT LIMITATION, ALL OF THE CITY OWNED PARKS AND PUBLIC BUILDINGS; DIRECTING THAT THE CITY OF SCRANTON PROVIDE CERTIFIED COPIES OF THE ORDINANCE TO ALL MAGISTERIAL DISTRICT JUDGES WITHIN THE CITY; PROVIDING FOR A REPEAL OF INCONSISTENT ORDINANCES; PROVIDING FOR THE SEVERABILITY OF THE ORDINANCE; AND PROVIDING THAT THE ORDINANCE SHALL TAKE EFFECT IN ACCORDANCE WITH PENNSYLVANIA LAW.

[Ordinance-2018 Adoption of Pennsylvania Fireworks Law.pdf](#)

- 6.D READING BY TITLE - FILE OF THE COUNCIL NO. 30, 2018 - AN ORDINANCE - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE A DEED OF EASEMENT AND RIGHT OF WAY BETWEEN THE CITY OF SCRANTON ("GRANTOR") AND THE PENNSYLVANIA-AMERICAN WATER COMPANY ("GRANTEE") GRANTING TO THE PENNSYLVANIA-AMERICAN WATER COMPANY THE EASEMENT, RIGHT OF WAY AND RIGHTS AS ARE SET FORTH BELOW WITH RESPECT TO THE PROPERTY, WHICH DEED OF EASEMENT AND RIGHT OF WAY ARE ATTACHED HERETO AS EXHIBIT "A".

[Ordinance-2018 Easement and Right of Way PAWCO.pdf](#)

- 6.E READING BY TITLE - FILE OF THE COUNCIL NO. 31, 2018 - AN ORDINANCE - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A PERMANENT EASEMENT AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT BETWEEN THE CITY OF SCRANTON AND LACKAWANNA HERITAGE VALLEY AUTHORITY FOR REAL ESTATE OWNED BY THE CITY OF SCRANTON AS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

[Ordinance-2018 Permanent Easement with LHVA.pdf](#)

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 67, 2018 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH HIGHLAND ASSOCIATES TO PERFORM THE CITY OF SCRANTON MUNICIPAL BUILDING FACILITIES CONDITION ASSESSMENT.

[Resolution-2018 Contract with Highland Associates Municipal Bldg Assessment.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 68, 2018 - APPOINTMENT OF ROBERT J. MORRIS, 648 WALES STREET, SCRANTON, PENNSYLVANIA, 18508 AS THE ALTERNATE NO. 2 MEMBER OF THE BOARD OF ZONING APPEALS FOR THE CITY OF SCRANTON. MR. MORRIS WILL FILL THE ALTERNATE NO. 2 POSITION THAT WAS VACATED BY ROBERT GATTENS WHEN HE BECAME A REGULAR MEMBER OF THE BOARD BY RESOLUTION NO. 56, 2016. MR. MORRIS WILL FILL THE UNEXPIRED TERM OF MR. GATTENS WHICH EXPIRES ON JULY 1, 2020.

[Resolution-2018 Appt Robert J. Morris Alternate 2 Zoning Board.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 69, 2018 - AUTHORIZING THE MAYOR AND

OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GRANT APPLICATION BY THE CITY OF SCRANTON TO THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (“DCED”) FOR A LOCAL SHARE ACCOUNT GRANT (GAMING FUNDS) MONROE COUNTY IN THE AMOUNT OF \$464,239.00 FOR A PAVING PROJECT IN THE FAWNWOOD HEIGHTS DEVELOPMENT IN WEST SCRANTON.

[Resolution-2018 Local Share Acct Grant Application Paving for Fawnwood Hts.pdf](#)

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 70, 2018 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH KS ENGINEERS, P.C. FOR THE CITY OF SCRANTON TRAFFIC SIGN MANAGEMENT SYSTEM.

[Resolution-2018 Contract with KS Engineers for Traffic Sign Mgmt System.pdf](#)

- 7.E FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY - FOR ADOPTION - RESOLUTION NO 71, 2018 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT TO THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (DCED) FOR A LOCAL SHARE ACCOUNT GRANT (GAMING FUNDS-MONROE COUNTY) IN THE AMOUNT OF \$70,003.00 TO BE USED FOR THE CANINE UNIT FOR THE PURCHASE OF A CANINE VEHICLE AND A DUAL PURPOSE CANINE.

[Resolution-2018 Grant Application for SPD Canine Vehicle and Canine.pdf](#)

8. ADJOURNMENT

TAX ASSESSOR'S REPORT

Hearing Date: 09/26/18

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
10:00 AM	FAIRLIE STEVEN F & KAREN D	GREENFIELD TWP	02202010008		48850	
10:10 AM	ANDERSON ANDREW & LYNN A RAC	GREENFIELD TWP	0140202000212	DANIELLE MULCAHEY	33700	
10:20 AM	YOFFE LUBOV & ELAINE	MADISON TWP	1820201000115		60500	
10:30 AM	BRAVO JOHN AND DOROTHY	OLYPHANT	11410020008		11300	
10:30 AM	BRAVO JOHN C & DOROTHY A	OLYPHANT	11410020010		14000	
10:40 AM	SKIBINSKI ROBERT J & GENELL	ARCHBALD	09418030003		20500	
10:50 AM	LISPI ELIZABETH A & VINCENT R	MADISON TWP	19901020023		14600	
11:00 AM	BOURCIER RICHARD J	CLARKS GREEN	09002030003	SEAN GALLAGHER	32000	
11:10 AM	HARVEY EARL & WENDY	RANSOM	14202020012		51500	
11:20 AM	LANDSIEDEL ROGER C & BARBARA	NEWTON	09802010012	PATRICK WALSH	68250	
11:30 AM	RAINO GREGG J & ELLEN M	NEWTONTWP	13101020002		16500	
11:40 AM	TWISS DAVID & LAURA	NEWTON	12003010008	GREGORY PASCALE	23440	
11:50 AM	SHEDLAUSKAS MARK & EMILY	SOUTH ABINGTON TWP	0910201004624		42500	
12:00 PM	MURRAY JOSEPH	SOUTH ABINGTON TWP	10109010020		24000	
12:10 PM	MCGUINNESS PAUL A&AIMEE	SOUTH ABINGTON TWP	0910401000222	MICHAEL GOFFER	28000	
12:20 PM	PERRY MICHAEL & MARGUERITE	SCRANTON CITY	17608010005		21000	
12:20 PM	KUNDA BRIAN	SCRANTON	16714050038		18000	
12:30 PM	BORER KATHRYN ABRAHAMSEN &	SCRANTON CITY	1662002003403		28800	
12:40 PM	MCCUNE JUDSON R	SCRANTON CITY	16807010016		2300	
12:40 PM	MCCUNE JUDSON R	SCRANTON CITY	16807010017		23400	
12:40 PM	MCCUNE JUDSON R	SCRANTON CITY	1680701000801		1851	
12:50 PM	HARDING TIMOTHY & ROSE	SCRANTON	15712010025	JASON OMALLEY	23000	
12:50 PM	FARRELL STEVEN & CARRIE E	WAVERLY TWP	0800105000312	JASON OMALLEY	62000	
12:50 PM	WOELKERS JASON & GRACE	DUNMORE	15801010003	JASON OMALLEY	25000	
12:50 PM	OMALLEY MICHELLE & GEORGETTI	SCRANTON	16714010006	JASON OMALLEY	19000	
12:50 PM	PIAZZA ANTHONY J III	DUNMORE	14606020032	JASON OMALLEY	28000	
1:20 PM	KOCH JEFFREY D& NARDIMAR S	DALTON	0790207000113		64000	
1:30 PM	LEWIS MARGARET G	BENTON TWP	0300305000321		44000	
1:40 PM	NOUMI BASSEL & KATHY	COVINGTON TWP	2050204000128	MARK RUDALAVAGE	73500	
1:50 PM	LEWIS JONATHAN & MATTHEW	SCOTT TWP	0510201000106		21500	
2:00 PM	AVERY DAVID J & MARYANN	NORTH ABINGTON TWP	05901020007		50800	

TOTAL RECORDS 31

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Wednesday, September 5, 2018

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Linda Crofton 5709636385

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TAX ASSESSOR'S REPORT

Hearing Date: 08/29/18

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:15 PM	LUCKENBILL SUSAN L	SCRANTON W-10	15710060018		26000	18400
12:25 PM	BJORNSTAD CARSTEN & KRISTIAN	SCRANTON	13517040049		13000	13000
12:35 PM	LINKO GEORGE JR	SCRANTON	16810010004		17000	14600
12:45 PM	PRESSMAN AVROHOM M & HINDY F	SCRANTON	14677030039		18100	18100
12:55 PM	LEWIS B SARE REVEABLE TRUST	SCRANTON	15712020013		22000	21000
1:05 PM	VUTNOSKI JEANNE & TODD	SCRANTON	13420010003		11942	11942
1:15 PM	IRVING EDWARD T & MARGARET	SCRANTON	1440205002333		21000	19000
1:25 PM	GORALEWSKI CANDACE J	SCRANTON	14508030011		15000	7500
1:35 PM	LEVY MARILYN A & SARA J	SCRANTON	13518010016		28000	21000
1:45 PM	OBRIEN WILLIAM J & LORRIE M	SCRANTON	13418050049		15000	9000
1:55 PM	ANDERSON HAROLD E & JANICE	SCRANTON	13514060034	ANN LAVELLE POWELL	14000	14000
1:55 PM	ITZKOWITZ ALEX S & LEITER RUTH	SCRANTON	15705020037	ANN LAVELLE POWELL	30000	30000
1:55 PM	BARAX CHARLES N & MARCUS PHY	SCRANTON	15705020008	ANN LAVELLE POWELL	38000	38000
1:55 PM	WEINBERGER JJ & JUDITH J	SCRANTON	15705020007	ANN LAVELLE POWELL	30000	28000
2:15 PM	HALE PAULINE	SCRANTON	13513030054	TULLIO DELUCA	16000	11500
2:25 PM	SACCO JOHN & SILVANA	BENTON	02817020038	RAYMOND C. RINALDI	24500	24500
2:35 PM	GALL RAYMOND M & ROBIN M	LAPLUME	0580101000301		28500	27500
2:45 PM	SPATARO MICHAEL	BLAKELY	10316050018	PATRICK WALSH	21430	16000
2:55 PM	HUNT GUERDON E & MARGARET M	CARBONDALE CITY	05513010002		18500	5800
3:05 PM	LEWIS JACLYN	SOUTH ABINGTON	08102040004		22100	18000
3:15 PM	CRAIG JAMES & NANCY	MADISON TWP	2000301000837	JOHN MERCURI	58000	50000
3:25 PM	BISCONTINI TYLER	OLD FORGE	17515050015		10000	10000
3:30 PM	SHERRY PATRICK & MELODY	VANDLING	01705020014		2270	2270

TOTAL RECORDS 23

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TAX ASSESSOR'S REPORT

Hearing Date: 09/05/18

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:15 PM	POLLACK ROBERT	SCRANTON	15607010013		30000	30000
12:25 PM	SANDERSON LLC	SCRANTON	15610050008		19000	19000
12:35 PM	MCDONNELL CHRISTOPHER J	SCRANTON CITY	16714040027	JOSHUA BORER	19000	16700
12:45 PM	PERRY ELLEN & TIMOTHY	SCRANTON CITY	16717040024		21000	21000
12:55 PM	SOKO INVESTMENTS LLC	SCRANTON	14609010020		3500	3500
1:05 PM	KUTCH KERRY A	SCRANTON CITY	13418040021		18900	13000
1:15 PM	KOZ ENTERPRISES LLC	THROOP	1250103049301	GREGORY PASCALE	15000	15000
1:15 PM	PRESTYS DAVID & LALLY KYLA	SCOTT TWP	06215040025	GREGORY PASCALE	13500	13500
1:15 PM	AULAKH AMINDERJEET & SIMRAT K	NORTH ABINGTON TWP	07004010002	GREGORY PASCALE	105000	105000
1:15 PM	BUTCHKAVITZ ROBERT	SCRANTON	1561002002201	GREGORY PASCALE	39000	36750
1:15 PM	MARKOZ REALTY INC	THROOP	1250103049306	GREGORY PASCALE	8500	8500
1:15 PM	MARKOZ REALTY INC	THROOP	1250103049308	GREGORY PASCALE	6000	6000
1:15 PM	R&A LLC	SCRANTON	15717020007	GREGORY PASCALE	13000	13000
1:15 PM	MARKOZ REALTY INC	THROOP	1250103049307	GREGORY PASCALE	6000	6000
1:15 PM	R & A LLC	GREENFIELD TWP	0230405000905	GREGORY PASCALE	17000	17000
1:15 PM	KOZ ENTERPRISES LLC	THROOP	1250103049303	GREGORY PASCALE	12000	12000
1:15 PM	KOZ ENTERPRISES LLC	THROOP	1250103049305	GREGORY PASCALE	15000	15000
1:50 PM	PASQUALICHIO DOMINICK JR & JAC	GLENBURN TWP	0890301000207		61900	41900
2:00 PM	SARTORI STEPHEN R & KELLEY R	NEWTON	1090401000103	PATRICK LAVELLE	39500	39500
2:10 PM	KAZISTA JOHN P & MARY ALICE	CLARKS SUMMIT	0901404000800		28100	25600
2:20 PM	COUNTRY ALLIANCE CHURCH	NEWTON TWP	1200201000203		88900	38250
2:30 PM	POTTER CHARLES & ROSE	SOUTH ABINGTON	0910401000215		30000	30000
2:40 PM	FISNE MICHAEL & DANIELLE	SOUTH ABINGTON TWP	08102060025	THOMAS MACNEELY	25000	25000
2:50 PM	MERCADO JOSEPH C	SOUTH ABINGTON TWP	1110201003729	JUSTIN SULLA	26000	24000
3:00 PM	VALENTI SAMUEL A & LINDA M	COVINGTON TWP	2050204000121		58000	38000
3:10 PM	BANIK JOANN & JACOB ETAL	SPRINGBROOK TWP	1960401001607		8000	8000
3:30 PM	WASKO JOHN J	SCOTT TWP	06201020006		5000	5000
3:30 PM	WASKO JOSEPH	SCOTT TWP	0610101000812		2200	2200

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Monday, September 10, 2018

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Scranton Municipal Recreation Board Meeting

August 6, 2018

Nay Aug Park – Shimelfenig Pavilion

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Attendees: Bob Gattens, Paul DeAntona, Jerry Smurl, Katie Gallagher, Mike Williams, also Attorney Tim Corbett, Brian Fallon

Speakers: Heath Goldstein, Mike Sporer, Maureen Coyle, Jessica Nolan, Doris Koloski, Kate Gallone and Joann Davis

Call to Order:

Pledge of Allegiance:

July Minutes Approval:

Motion to accept July Minutes made by Bob, 2nd Jerry; Vote 5-0.

Citizen Participation:

- **Heath Goldstein:** Lifeguard at Nay Aug since 2010; 18 years total in Scranton.
 - Requested replacements for damaged umbrellas and red rescue tubes.
 - Jerry indicated board had discussed ordering chairs and umbrellas; Bob stated motion would be made before meeting's end
 - Inquired about sound system/speakers and WiFi at the pool
 - Suggested evening swim at least one day of the week
 - Requested time and half pay for lifeguards for 4th of July holiday
 - Requested extra chairs for lifeguards' break room
- **Mike Sporer (Car Club):** Made announcement about upcoming charity car show at Nay Aug Park on August 26th
- **Maureen Coyle:** Bob commended Maureen for her efforts to honor former zookeeper with street name (George Lowry Way). Maureen presented Board with a letter requesting a memorial for individuals who have lost their lives at Nay Aug Gorge (Bob read letter aloud on Maureen's behalf).
 - Bob recommended tabling for further discussion
 - **Motion to accept/review letter made by Paul; 2nd Jerry. Vote 5-0.**
- **Doris Koloski:** With reference to the Scranton Times pool/splash pad article, questioned if there is a state program available to train kids from lower income levels to become lifeguards. Also inquired about tree house status and suggested enhancements to park including longer swim hours, basketball hoops or other free play things for kids.
 - Barb O'Malley: Added that the volleyball court is used frequently.
 - Bob: Listed concern that basketball courts could be taken over by adults/drug activity; mentioned possibility of adding mini golf course; also stated that Board runs and funds the park, so enhancements are based on available funds
 - Maureen Coyle: Inquired about kids' free swim

- Mike Sporer: Suggested reaching out to Friends of the Poor or other local agencies/Catholic charities to support park projects/fees for pool use
- **Jessica Nolan:**
 - Inquired about process for how new park business is handled (i.e. timelines; steps to complete projects; etc). With respect to basketball hoop inquiry, Bob stated that the process would include the Board discussing potential areas of placement with park workers, assessing costs, safety and liability. Then Board would have to vote to approve the placement of the hoops.
 - Inquired about the status of the mulch for the playgrounds. Stated she has volunteers available to help spread the mulch. Brian stated he would have mulch delivered once he knows volunteer date. Saturday, August 18th & September 1st discussed as tentative dates for volunteers to spread mulch.
- **Kate Gallone & Joann Davis (Animal Control for Scranton & St. Cats):** Stated they are having trouble with animal placement because there are more animals than homes and shelters. Suggested adding kennels at Nay Aug near the zoo/outside elephant area for emergency placement.
 - Bob: Questioned how many kennels they would be seeking
 - Kate: Suggested at least 4 kennels to help with overflow.
 - Bob: Indicated he would be meeting with Thom Welby (Rep. Marty Flynn's Office) to discuss possible grants available. Stated this could be an area that would benefit from a grant. Thanked Kate for bringing this issue to the Board and recommended coming back to future meetings because this issue would require some time to resolve.
 - **Motion to continue investigating possibility of adding kennels made by Bob; 2nd Jerry. Vote 5-0**

New Business/Chairperson's Report:

- **Bob:** Stated that the park is having a banner year in pool attendance and pavilion rentals. Finances are up as a result. Bob commended Brian and staff for work at the park. Recommended providing t-shirts for park and rec employees.
- **Motion to purchase "Nay Aug Park" t-shirts for park and rec workers (30 total) made by Bob; 2nd Jerry. Vote 5-0**
- With reference to the splash pad article in Scranton Times, stated that pool is 50 years old and has wear and tear. The idea of splash pad was made at previous meeting -- not necessarily something that will happen immediately. Current focus is on other pools that have been closed for years or are in need of repair. Reiterated that splash pad is simply an idea at this point.
- **Motion to purchase 10 floatation devices and 8 umbrellas (with tethering device) made by Bob; 2nd Jerry. Vote 5-0.**
- **Motion to purchase 10 picnic tables from Lowes (\$100) & 2 handicap accessible tables made by Bob; 2nd Jerry. Vote 5-0.**
- **Motion to change location of September 10th meeting to Nay Aug's Shimelfenig Pavilion made by Bob; 2nd Jerry. Vote 5-0.**

- **Paul:** Recognized West Scranton Neighborhood Association (Karen & Mike present) for their participation in maintaining Skate Park. Indicated that there are volunteers that would also be willing to help with Nay Aug Park maintenance.

Solicitor's Report:

- Bill Gaughan made request to Solicitor for meeting minutes since January 2018 and any contracts or leases since that time.
- Tree House Update – Met with engineers & representatives of the city. Engineers are finalizing their end. Working towards putting a bid out for work completion in the future.
 - Bob: In-house work has started (tree removal)

Treasury Report: Approximately \$74,657.74 (approximate because invoices to pay/checks). **Motion to accept bills made by Bob; 2nd Jerry. Vote 5-0.**

Adjourn: Motion made by Bob; 2nd Paul. Vote 5-0.

**LACKAWANNA COUNTY LAND BANK
RESCHEDULED MEETING MINUTES
August 15, 2018**

The rescheduled meeting of the Lackawanna County Land Bank was held on Wednesday, August 15, 2018 in the Commissioners' Conference Room, 200 Adams Avenue, Sixth Floor, Scranton, Pennsylvania.

At 10:00 am Chairman O'Malley called the meeting to order and all joined in the Pledge of Allegiance.

ROLL CALL

Roll Call was taken by George Kelly
Commissioner O'Malley (Chairman) – Present
Henry Deecke - Excused
Linda Aebli – Present
Marion Gatto – Present
Terrence McDonnell – Present
Steve Pitoniak – Excused

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Also present were Atty. Joseph Colbassani, Land Bank Legal Counsel, Ralph Pappas, Business Relations Manager, and Laura McGowan, Housing Financial Analyst.

PUBLIC COMMENT ON AGENDA ITEMS ONLY

There were no comments made at this time.

MINUTES

A motion was made by Ms. Marion Gatto and seconded by Ms. Linda Aebli to approve the minutes of the July 13, 2018 regular meeting as prepared and presented.

All in Favor

PRESENTATION of VOUCHERS for EXAMINATION and APPROVAL

A motion was made by Ms. Marion Gatto and seconded by Mr. Terrence McDonnell to approve voucher expenditures of July 14, 2018 through August 15, 2018, as presented.

All in Favor

DISCUSSION ITEMS

- a.) **Land Bank Website Update:** Mr. Kelly explained that the website is now up and running. It is still a work in progress, all of the Land Bank properties are listed, however they are still working on listing the repository properties to help the tax claim office sell those properties. For the time being, the information will still be kept on the Lackawanna County website as well, until the Land Bank website is finalized.

- b.) **Blight to Bright LSA Grant Update:** Mr. Kelly explained the Land Bank held four town hall meetings throughout Lackawanna County, encouraging local people to volunteer to form a task force. They have received about 15 volunteers from the meetings and an additional 10 volunteers from an article run by the Scranton Times. There will be 4 meetings with the blight task force with the plan being to come up with the top ten issues or reasons for blight, with the intent to develop a tool set to help people such as quality of life ordinances to share and leverage what's working in communities. The first meeting will take place next month. There is a \$65,000 grant for this, about \$20,000 will be delegated to Chris Gullotta for his consulting fee, leaving the remaining \$45,000 available to be utilized in taking down two houses. Mr. Kelly went on to explain that the Land Bank will most likely look to pursue gambling money again to add to the Blight to Bright fund since the end target is to demolish 10 homes across Lackawanna County.
- c.) **1445 Meylert Avenue Update:** Mr. Kelly explained how the developer has agreed to take the structure down at their own cost. The Land Bank would pay the tipping fees up to \$5,000. The reason being that the engineering firm cannot complete the Phase 2 environmental until the debris and what's left of the roof is removed. Demolition is supposed to start this week or early next week. Additional buildings have already begun to be demolished, Meylert Avenue had to be held off on until now because the addendum was not approved by the board. After the Phase 2 is complete, if the remediation is less than \$100,000, they are responsible for it, otherwise, we have agreed to lease it to them for up to 5 years while we handle the remediation by going after funding to assist in this endeavor.
- d.) **Bid Openings:** Mr. Pappas asked if everyone wanted to go through the sheet in order, everyone agreed.

PROPERTY DISCUSSIONS

PROPERTIES TO BE ACQUIRED FROM THE REPOSITORY OF UNSOLD PROPERTY:

1833 Block Street

Mr. Pappas explained that one application was received from Ms. Maryann Ortiz. This property is to the rear of her property and she would like to purchase the parcel to extend her property. Ms. Ortiz submitted a bid of \$500 for the parcel.

921-923 Eynon Street

Mr. Pappas explained that one application was received from Mr. & Mrs. Luther Griffiths, who own and reside in the adjacent property 1001 Eynon Street. They would use this lot to expand their property. Mr. & Mrs. Griffiths submitted a bid of \$500 for the parcel.

972 John Avenue

Mr. Pappas explained that one application was received from Ms. Heather Jones, who owns and resides in the adjacent property 970 John Avenue. She would use this lot to expand her property. Ms. Jones submitted a bid of \$500 for the parcel.

660 Wales Street

Mr. Pappas explained that one application was received from Mr. William Ritter Jr. Mr. Ritter owns and resides in the adjacent property 656 Wales Street. He would use the lot to expand his property. Mr. Ritter submitted a bid of \$620 for the parcel.

1750 Nay Aug Avenue

Mr. Pappas explained that one application was received from Mr. Arthur Philip. Mr. Philip owns the adjacent property 1748 Nay Aug Avenue as well as the property to the rear. He would like to rehab the property and create a rental unit. However, the Tax Claim Office already received bids for the property from other interested parties,

the first being from a person with a condemned home in the city. In the event the other bids are rejected, the Land Bank would like to acquire the property and then the board can act on the applications and bids received.

919 Eynon Street

Mr. Pappas explained that one application was received from Mr. & Mrs. Luther Griffiths, who own and reside in the adjacent property 1001 Eynon Street, and whom placed another bid earlier. They would like to clean up this lot and expand their yard. Mr. & Mrs. Griffiths submitted a bid of \$100 for the parcel.

505 Oak Street

Mr. Pappas explained that one application was received from Ms. Maryann Ortiz. Ms. Ortiz owns and resides in the adjacent property 515 Oak Street. She would like to clean up this lot to use as a yard for her daughter. Ms. Ortiz submitted a bid of \$100 for the parcel.

1406 West Gibson Street

Mr. Pappas explained that one application was received from Mr. & Mrs. Anthony Crapella, who own and reside in the adjacent property 1402 West Gibson Street. They would like to expand their property and maintain greenspace. Mr. & Mrs. Crapella submitted a bid of \$500 for the parcel.

Motion for all properties except for the rehab was made by Linda Aebli, seconded by Terrance McDonnell

All in Favor

PROPERTY PURCHASE APPLICATIONS RECEIVED:

1350 & 1344-146 Bryn Mawr Street

Mr. Kelly explained that the property in question is 1350 & 1344-1346 Bryn Mawr Street, which is a burned out restaurant that has been on the books for a year. Tom Navich and George Pliska from TGF Properties would like to buy it and construct two single family homes on each lot, once it's cleared through demolition. The estimated demolition cost is \$20,000. Commissioner O'Malley and the Mayor of the City of Scranton have been working together to resolve this. The Land Bank has agreed to give \$5,000 toward the tipping fees, the city will then send over DWP to take it down. HUD funds cannot be used since it is a commercial building. This is a public-private partnership, which is also being considered for a LERTA. If this is a success, it will probably be used as a model for other properties in the city.

Motion by Linda Aebli

Seconded by Terrence McDonnell

All in Favor

STAFF RECOGNITION:

Mr. Kelly mentioned how when the Land Bank was originally set up, they didn't realize how much work and turnover would come with it. Atty. Joseph Colbassani has helped with 64 properties from start to finish, with another dozen in the process. With that in mind, the Land Bank proposes raising Atty. Colbassani's fee from \$1,000 a month to \$1,250 a month for all the work he never anticipated to get involved in.

Motion by Marion Gatto

Seconded by Terrence McDonnell

All in Favor

Mr. Kelly discussed that it customary for an Authority to provide a stipend for the Executive Director. The Land Bank does not have an Executive Director. Since Mr. Ralph Pappas has been doing such an exceptional job with everything the Land Bank entails, it is proposed that in lieu of the Executive Director stipend, Mr. Ralph Pappas be give a one-time stipend of \$5,000.

Motion by Terrence McDonnell

Seconded by Marion Gatto

All in Favor

ACTION ITEMS

Resolution NO. 18-022

Mr. Kelly explained that this resolution was for the approval of a memorandum of understanding with the City of Scranton pertaining to the demolition of certain Land Bank owned condemned structures in the City of Scranton. This memorandum of understanding pertains to the property at 1350 & 1344-1346 Bryn Mawr Street. It references just this one property, if we were to do this same thing with other properties in the City of Scranton, we would just append this memorandum at that time.

Motion by Terrence McDonnell

Seconded by Linda Aebli

All in Favor

Resolution NO. 18-023

Mr. Kelly explained that this resolution was for the approval of the acquisition of additional property from the Tax Claim Office repository list of unsold property.

Resolution NO. 18-024

Mr. Kelly explained that this resolution was for approval of the conveyance of certain Land Bank owned property under the Land Bank Property Purchase Program.

Resolution NO. 18-025

Mr. Kelly explained that this resolution was for the approval of the conveyance of certain Land Bank owned property under the Land Bank Side Lot Program.

Resolution NO. 18-026

Mr. Kelly explained that the resolution was ratifying the sale and conveyance of 1137-1139 Eynon Street. This was the one with the trump bid, a formal resolution was not done at the meeting.

Resolution NO. 18-027

Mr. Kelly explained that the resolution was approving Amendment #3 to a Legal Service Contract for Atty. Colbassani.

Motion made for all above resolutions by Marion Gatto, seconded by Linda Aebli

Terrence McDonnell abstained from NO. 18-026; Rest in Favor for all

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Michelle Martinez who lives next to 1619 Price Street, a Land Bank owned property, addressed the board at this time. She claims her husband has been cutting the grass there for years but people are taking wheelbarrows full of garbage and dumping it there. She's getting rats, skunks, snakes, etc. at her property. She has a pool and deck she can't use because of the smell. She has contacted the City, who told her they no longer own it so she has to speak to the Land Bank. She started contacting Ralph, as she is willing to buy the side lot, but needs the house on it taken down. Atty. Colbassani explained that the City of Scranton has agreed to keep the house in a safe condition so it is their responsibility to address the issue. Commission O'Malley asked Ralph to look into the matter further.

After the public finished addressing the board, Commissioner O'Malley wanted a motion to be made to purchase 100 more Land Bank signs.

Motion by Terrence McDonnell

Seconded by Marion Gatto

All in Favor

ADJOURNMENT

As all business had been conducted, a motion to adjourn was made by Marion Gatto with a second by Linda Aebli. The motion carried and the meeting was adjourned.

Marion Gatto, Secretary

Prepared by Laura McGowan



DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4173 • FAX: 570-348-4171

RECEIVED
SEP 13 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

NOTICE

THE **BOARD OF ZONING APPEALS** OF THE CITY OF SCRANTON
HEREBY GIVES NOTICE THAT IT WILL HOLD A MEETING AT CITY HALL, IN
CITY COUNCIL CHAMBERS (2nd Floor) ON WEDNESDAY,
SEPTEMBER 12, 2018 @ 6 PM.

MEETING AGENDA :

- 1) The Times Shamrock Outdoor, 149 Penn Ave. The applicant seeks a variance in order to erect a two-sided digital billboard to be located @ Rear 63 Mike Munchack Way. The Scranton School District Superintendent & Public Relations Committee approved this proposal. INS-G Zone. Continued from the August 2018 Zoning Board Hearing.
- 2) Ryan Adcroft, d/b/a Birdhouse Outdoor, seeking an appeal and or variance in order to mount two (2) signs on opposite sides of the building located at 501 Wyoming Ave. I-L Zone.

- 3) Maple Valley Rentals, LLC, the applicant seeks a variance to re-open the property located at 1349 St. Ann's St. back to two (2) units. R1-A Zone.
- 4) Thomas Veatch, 1005 S. Webster Ave. seeks a variance to re-store this property back to four (4) units. R1-A Zone.
- 5) Thomas Materazzi, 1663 N. Keyser Ave. Applicant seeks a variance in order to open & operate a used car sales lot on this vacant lot. C-N Zone.
- 6) Mohmmad Abdullah, 724 Court St. Applicant seeks to open this address from two (2) to three (3) units. R-2 Zone.

ANYONE INTERESTED IN BECOMING A PARTY TO THE ABOVE LISTED CASES ARE DIRECTED TO CONTACT THE CITY ZONING OFFICER @ 570-348-4193, EXT # 4512. HEARING DATE : 9/12/2018, TIME: 6 PM. BOB GATTENS , CHAIRMAN, SCRANTON ZONING BOARD. PUBLIC PARTICIPATION WELCOME.

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT AND, IF SUCCESSFUL, A GRANT AGREEMENT, AND ACCEPT THE FUNDS RELATED THERETO THROUGH THE BJA FY 18 EDWARD BYRNE JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM-LOCAL SOLICITATION IN THE AMOUNT OF \$21,053.00.

WHEREAS, the Scranton Police Department is desirous of obtaining funds from the BJA FY 18 Edward Byrne Justice Assistance Grant ("JAG") Program-Local Solicitation in the amount of \$21,053.00 to be used to purchase 42 Weapon Mounted Cameras (WMCs) to be included in the department's Body-Worn Camera Program (BWC). A copy of the Grant Application is attached hereto as Exhibit "A" and incorporated herein as if set forth at length; and

WHEREAS, the Scranton Police Department is in the process of implementing a Body-Worn Camera (BWC) program- an evidence based approach to reductions in complaints of police misconduct and use of force incidents; and

WHEREAS, the Scranton Police Department is requesting funding to expand the BWC program to include Weapon Mounted Cameras (WMC). The Scranton Police Department will provide the funding for 8 additional cameras, bringing the total of WMCs up to 50. These cameras will be used by officers in the Patrol Division; and

WHEREAS, the use of these cameras will be incorporated into the department's existing BWC policy and all training on the use of the WMCs will be provided by the Scranton Police Department Training Division.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are hereby authorized to apply for and execute a Grant Application, and, if successful, a Grant Agreement, and any and all documents related thereto, and accept any funds awarded through the BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program-Local Solicitation.

SECTION 1. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This Ordinance shall become effective immediately upon approval.

SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

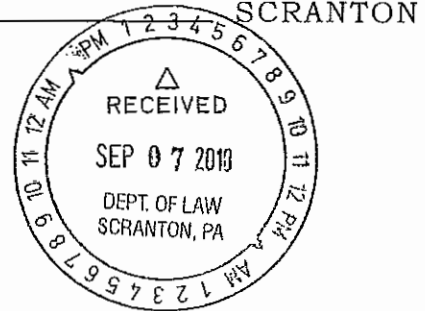
**Police Department
Maggie Perry
Grant Manager**

Scranton Police Headquarters
100 South Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 558-8335
Fax: (570) 207-0412
mamclane@scrantonpa.gov



September 7, 2018

Atty. Jessica Eskra
City of Scranton
340 North Washington Avenue
Scranton, Pa 18503



Re: 2018 JAG Funding

Atty. Boyles,

I respectfully request that you send legislation to City Council to apply for and execute the BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) - Local Solicitation.

The purpose of this grant is to purchase Weapon Mounted Cameras (WMCs) to be used in correlation with the Body Camera Program. SPD is requesting \$21,053 to be used for the purchase of 42 WMCs.

If you have any questions or concerns please feel free to contact me at 558-8335.

Thank you,


Maggie Perry
Grant Manager

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED August 21, 2018	Applicant Identifier
1. TYPE OF SUBMISSION Application Construction	3. DATE RECEIVED BY STATE		State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier
5. APPLICANT INFORMATION			
Legal Name		Organizational Unit	
City Of Scranton		Scranton Police Department	
Address 340 N. Washington Ave Scranton, Pennsylvania 18503-1582		Name and telephone number of the person to be contacted on matters involving this application Perry, Maggie (570) 558-8335	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 24-6000704		7. TYPE OF APPLICANT Municipal	
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA Edward Byrne Memorial Justice Assistance Grant TITLE: Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Support Equipment for Body Camera Program	
12. AREAS AFFECTED BY PROJECT City of Scranton			
13. PROPOSED PROJECT Start Date: September 01, 2018 End Date: September 30, 2019		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project PA17	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$21,053	Program has not been selected by state for review	
Applicant	\$3,947		
State	\$0		
Local	\$0		

EXHIBIT

tabbies

"A"

Other	\$0	
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	\$25,000	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Close Window

Edward Byrne Memorial JAG Program FY 18

Scranton Police Department

Budget Narrative

The Scranton Police Department is requesting \$21,000 in funding through the FY18 Justice Assistance Grant Program. This funding will be used to purchase 42 Weapon Mounted Cameras (WMCs) to be included in the department's Body-Worn Camera Program (BWC). SPD will provide the funding for 8 additional cameras, bringing the total WMCs up to 50. These cameras will be used by officers in the Patrol Division. The use of these cameras will be incorporated into the department's existing BWC policy and all training on the use of the WMCs will be provided by SPD Training Division.

Edward Byrne Memorial JAG Program FY 18

Scranton Police Department

Project Narrative

Project Identifiers:

- Body-worn Cameras
- Community Policing
- Equipment video/audio
- Evidence based
- Law Enforcement Professionalism
- Officer safety

Description of Issues:

The Scranton Police Department (SPD) is in the process of implementing a Body-Worn Camera (BWC) program- an evidence based approach to reductions in complaints of police misconduct and use of force incidents. SPD is currently in the procurement phase, training will begin in September and the officers equipped with cameras will be deployed by the end of 2018; the BWCs will be worn on the front of the outermost uniform garment in such a manner to give the lens a clear, unobstructed view to capture the majority of the event area/person contacted. The goals of the BWC program are: to improve officer professionalism and encounters with the public, promote accountability and transparency and enhance officer safety.

The Scranton Police Department is requesting funding to expand the BWC program to include Weapon Mounted Cameras (WMC). The WMCs provide video and audio at that crucial

moment when an officer is required to un-holster his or her weapon. In some situations, the recording of the BWC may be obscured by the drawn weapon; the added weapon mounted cameras would ensure that as much of these dangerous incidents are clearly recorded which will help achieve the goals of SPD BWC program.

Project Design and Implementation:

SPD is in procurement phase of the BWC program; the officers will be trained on the BWC policies procedures in September 2018 and deployed with the cameras following the completion of training. Once SPD is notified of the FY18 JAG award, the weapon mounted cameras will be purchased. Upon receipt of the cameras officers will be trained in the use of the WMCs as they will be incorporated into the BWC program.

Capabilities and Competencies:

The staff assigned to this project are:

- Chief of Police Carl Graziano- Chief Graziano has been with SPD for over twenty years. He has been the Chief of Police since 2014 and has a degree in Criminal Justice. Chief Graziano serves as Project Manager for the department's BWC Program.
- Grant Manager Maggie Perry- Mrs. Perry has been the Grant Manager for the City of Scranton since 2010. For this program Mrs. Perry will be responsible for completing and submitting all annual/quarterly progress and financial reports as well as collecting performance measures and completing project evaluation.

Plan for Collecting Data Required for Performance Measures:

The Grant Manager, Maggie Perry, will be responsible for collecting the data associated with the Performance Measures and including this data in the quarterly performance metrics.

The goals and related performance measures for the proposed project are:

Goal #1- Promote accountability and transparency throughout the Scranton Police

Department and enhance public trust

- Performance Measure: Make BWC policy easily accessible to the public by posting it on department's website.
- Performance Measure: Track and document the number of requests for BWC footage from the media or the public; share BWC and WMC footage with public provided the release does not compromise an investigation or violate the law'

Goal #2- Improve officer professionalism and encounters with the public

- Performance Measure: Ensure that officers equipped with BWCs and WMCs are properly trained in equipment usage and encounters with the public that promotes community policing
- Performance Measure: Supervisors will review BWC and WMC footage that is related to a citizen complaint, use of force incident, or are concerned about officer performance and conduct.



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

September 10, 2018

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT AND, IF SUCCESSFUL, A GRANT AGREEMENT, AND ACCEPT THE FUNDS RELATED THERETO THROUGH THE BJA FY 18 EDWARD BYRNE JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM-LOCAL SOLICITATION IN THE AMOUNT OF \$21,053.00.

Respectfully,

Jessica Eskra (s)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RECEIVED

SEP 10 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

FILE OF COUNCIL NO. _____

2018

AN ORDINANCE

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2019.

WHEREAS, the planning and application aspects included in the consolidated submission for Community Planning and Development Programs are authorized by the Federal Comprehensive Housing Affordability Strategy (CHAS): title 1 of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. 12702-12711; the Community Development Block Grants (CDBG): Title 1 of the Housing and Community Development Act of 1974, 42 U.S.C. 5304-5320; the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH") reauthorized and modified the the McKinney-Vento Homeless Assistance Act of 1987 that includes the Emergency Solutions Grants (ESG); and the HOME Investment Partnerships (HOME): Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. 12741-12839; and the Housing Opportunities for Persons with AIDS (HOPWA): the AIDS Housing Opportunity Act, 42 U.S.C. 12901-12912.

WHEREAS, the City of Scranton shall be entitled to such funds for the year beginning on January 01, 2019 pending approval of its application; and

WHEREAS, the various federal statutes referenced above required public hearings to be held to ascertain the views and comments of the citizens of City of Scranton, and whereas such hearings have been duly convened; and

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate Officials of the City of Scranton authorize to take all necessary action in order to implement the consolidated submission for Community Planning and Development Program to be funded Under the Community Development Block Grant (CDBG)

Program, Home Investment Partnership (HOME) Program and the Emergency Solutions Grant (ESG) Program.

SECTION 1. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decisions shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This Ordinance shall become effective immediately upon approval.

SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



August 29, 2018

Jessica Eskra, Esquire
Solicitor
340 North Washington Avenue
Scranton, Pennsylvania 18503

**Re: City of Scranton – Action Plan 2019
U. S. Department of Housing and Urban Development
Community Development Block Grant Program
HOME Investment Partnership Program
Emergency Solutions Grant (ESG) Program
Ordinance and Proposed 2019 Activities**

Dear Atty. Eskra:

Attached please find a Ordinance and the 2019 CDBG, HOME Program and Emergency Solutions Grant Program proposed activities.

Please review and forward to City Council in order for City Council to place the Ordinance along with the activities on the agenda. Also attached is a letter with a suggested timeframe in order for this office to submit our 2019 Action Plan mandated by HUD under 24 CFR 91.200-230.

The list of proposed activities is scheduled to be published in a full page Public Notice Ad in the Scranton Times on **Tuesday, September 4, 2018.**

City Council is holding a Public Hearing on **Monday, September 17, 2018 at 5:15** in order to receive public comments on this funding. A thirty (30) day public comment period is required to receive and comment on the proposed activities. As always, if you have any questions please do not hesitate me at 570/348-4216.

Sincerely,

Linda B. Aebli
Executive Director

Lba/

Cc: Atty. Sean Gallagher, Solicitor, OECD
Mr. Tom Preambo, Deputy Director, OECD
Ms. Disha Patel, Director of Finance and Compliance, OECD
City Council

2019 Applications Received
Community Development Block Grant (CDBG)
Estimated Allocation - \$2,600,000.00 / Public Service Cap \$390,000.00

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	2019 Community Development Block Grant										City/OECD	Public Serv	Legislation	Public Serv
2							Matrix	National		OECD	Proposed Amt	Final Amt	Passed	Passed
3							Code	Objective		Score	To Council	To Council	ENTER DATE	ENTER DATE
4	City of Scranton-OECD	06/06/18	340 N. Washington Ave., Scranton PA 18503	Liza Carroll	Housing Rehabilitation Program-Emergency Repairs	With this funding OECD can do emergency repairs to a property within the city. Owners must be income eligible.	14A	LMH	\$100,000.00	100%	\$40,000.00			
5	City of Scranton-OECD	06/19/18	340 N. Washington Ave., Scranton PA 18503	Tom Preambo	Sidewalk & Streetscape Improvements	The Administration and coordination for the construction of public sidewalks with ADA ramps, streetscape and lighting improvements that will serve to increase economic development in selected areas within the City of Scranton	3K	LMA	\$370,000.00	100%	\$300,000.00			
6	City of Scranton-Police Department	07/13/18	100 South Washington Ave., Scranton PA 18503	Maggie Perry	Community Development Officers	Funding for designating police officers to work solely in low to moderate income areas as a public service to residents therein.	06I	LMA	\$272,475.00	100%		\$238,000.00		
7	Bhutanese Cultural Foundation of Scranton	07/16/18	705 Pittston Avenue, Scranton PA 18505	Chandra Sitaulashama, President	Social Services	Funding to provide teaching English as a second language and citizenship classes. Social services provided include education, translation, awareness, and information programs to the Bhutanese community and interested local residents.	5H	LMC	\$15,000.00	97%		\$0.00		
8	City of Scranton - Department of Licensing, Inspections, & Permits	07/17/18	340 N. Washington Ave., Scranton PA 18503	Patrick L. Hinton, Director	Demolition of Hazardous Structures	Demolition & disposal of blighted and abandoned properties throughout the City of Scranton	4	SBS	\$800,000.00	95%	\$75,000.00			
9	City of Scranton-OECD	07/19/18	340 N. Washington Ave., Scranton PA 18503	Tom Preambo, Deputy Director	Economic Development Activities	Administration and Coordination of the City of Scranton's OECD Business Loan Program/Infrastructure Improvements to benefit low-to-moderate income person's through job creation wherein 51% of the positions are held by low/mod persons.	18A	LMJ	\$500,000.00	100%	\$250,000.00			
10	City of Scranton - Department of Public Works	07/24/18	340 N. Washington Ave., Scranton PA 18503	Dennis Gallagher, Director	Paving & Curb Cuts	Pave Roads and maintain curbs in low to moderate neighborhoods	3K	LMA	\$1,400,000.00	95%	\$761,000.00			

2019 Applications Received
Community Development Block Grant (CDBG)
Estimated Allocation - \$2,600,000.00 / Public Service Cap \$390,000.00

REVISED 9/4/2018

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	2019 Community Development Block Grant										City/OECD	Public Serv	Legislation	Public Serv
							Matrix	National	App. Score	OECD	Proposed Amt	Final Amt	Passed	Passed
	Applicant Name	Date Rec'd	Address	Contact	2018 Name	Project Description	Code	Objective	Proposed Amt	Score	To Council	To Council	ENTER DATE	ENTER DATE
11	City of Scranton - Department of Parks and Recreation	07/27/18	340 N. Washington Ave., Scranton PA 18503	Brian Fallon, Director of Parks & Recreation	Weston Field - Outside Pool Area Improvements	Remove existing pool house and create green space. Install a pavilion and fence area. Pump room will remain intact.	03F	LMA	\$161,000.00	100%	\$50,000.00			
12	City of Scranton - Department of Parks and Recreation	07/27/18	340 N. Washington Ave., Scranton PA 18503	Brian Fallon, Director of Parks & Recreation	Weston Park - Replace Baseball Field Backstop	Remove existing and install new Chain-link backstop	03F	LMA	\$25,000.00	100%	\$19,000.00			
13	Bhutanese Cultural Foundation of Scranton	07/30/18	705 Pittston Avenue, Scranton PA 18505	Chandra Sitaulashama, President	Building Repairs & Improvements	Building Improvements to include electrical repairs & upgrades and parking lot repairs for safety and security	03E	LMC	\$36,267.00	81%	\$0.00			
14	The Catherine McAuley Center	07/30/18	430 Pittston Avenue, Scranton PA 18505	Sr. Therese Marques, RSM, Executive Director	Rental Assistance Program	six (6) months of case management support and rental assistance for three homeless women and children	05S	LMC	\$12,000.00	95%		\$0.00		
15	Boys & Girls Clubs of Northeastern Pennsylvania	07/31/18	609 Ash Street, Scranton PA 18505	Julianne Cucura, Development Director	Park It Program	The Park It Program is in the neighborhood version of the City of Scranton and the Scranton School District's sites in low-income neighborhoods to provide recreational, educational, and creative programming to benefit boys and girls ages 6-18	05D	LMA	\$41,232.00	91%		\$15,000.00		
16	City of Scranton - OECD	07/31/18	340 N. Washington Ave., Scranton PA 18503	Mary Maroon, Director of Finance and Compliance	2019 CDBG Administrative Cost	20% of the projected \$2,600,000 CDBG allocation for administrative costs less allocation for HOME Program Administration	21A	NA	\$485,000.00	100%	\$485,000.00			
17	City of Scranton - OECD	07/31/18	340 N. Washington Ave., Scranton PA 18503	Mary Maroon, Director of Finance and Compliance	2019 CDBG Administrative Costs for HOME Program	2018 CDBG Admin for HOME administration as define in 24 CFR 570.206	21H	NA	\$35,000.00	100%	\$35,000.00			
18	City of Scranton - OECD	08/02/18	340 N. Washington Ave., Scranton PA 18503	Mary Maroon, Director of Finance and Compliance	Section 108 Loan Payment	Steamtown Mall Partners	19F	NA	\$215,695.00	100%	\$215,000.00			

2019 Applications Received
Community Development Block Grant (CDBG)
Estimated Allocation - \$2,600,000.00 / Public Service Cap \$390,000.00

REVISED 9/4/2018

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	2019 Community Development Block Grant										City/OECD	Public Serv	Legislation	Public Serv
2							Matrix	National						
3	Applicant Name	City/County	Address	DD/Contact Person	Project Name	Project Description	Code	Objective	Priority Score	OECD Score	Proposed Amt To Council	Final Amt To Council	Passed ENTER DATE	Passed ENTER DATE
19	United Neighborhood Centers of Northeastern Pennsylvania	08/02/18	777 Keystone Industrial Park Road, Throop, PA 18512	Michael Hanley, Chief Executive Officer	Project Hope Summer Camp	UNC's Camp Kelly in Tunkhannock servicing educational, nutritional, and recreational needs for low-moderate income children ages 5-12 that reside in Scranton	05D	LMC	\$80,000.00	95%		\$20,000.00		
20	United Neighborhood Centers of Northeastern Pennsylvania	08/02/18	777 Keystone Industrial Park Road, Throop, PA 18512	Michael Hanley, Chief Executive Officer	Bellevue Youth Program	After School Evening/Teen program at Bellevue Community Center providing recreational, creative, and social activities	05D	LMC	\$15,000.00	95%		\$8,000.00		
21	United Neighborhood Centers of Northeastern Pennsylvania	08/02/18	777 Keystone Industrial Park Road, Throop, PA 18512	Michael Hanley, Chief Executive Officer	SCOLA Learning Center	To provide adult literacy and English as a second language classes to City residents	05H	LMC	\$20,000.00	90%		\$5,000.00		
22	City of Scranton - Department of Parks and Recreation	08/02/18	340 N. Washington Ave., Scranton PA 18503	Brian Fallon, Director of Parks & Recreation	McLain Park Pavilion	Install Shelter/Pavilion	03F	LMA	\$80,000.00	86%	\$0.00			
23	The Arc of Northeastern Pennsylvania	08/03/18	115 Meadows Ave, SCRANTON PA 18505	Eileen Rempe, Director of Public Relations and Development	Sanders Street Community Living Arrangement Kitchen Modification	Remodel Kitchen for benefit of residents with intellectual and developmental disabilities	03B	LMC	\$25,000.00	95%	\$25,000.00			
24	St. Joseph's Center	08/03/18	2010 Adams Avenue, Scranton PA 18509	Sister Maryalice Jacquilot, IHM, President/CEO	Mother Infant Program	Provide transitional housing for homeless young mothers and infants	03C	LMC	\$25,000.00	95%		\$11,000.00		
25	Connell Park Little League	08/03/18	PO BOX 3871, Scranton PA 18505	Pete Petrucci, Administrator	Maintenance and Lighting Upgrade Project	Required ball field maintenance & lighting upgrade at 900 O'Hara Street Scranton PA 18505	03E	LMC	\$56,000.00	78%	\$50,000.00			
	TOTAL								\$4,569,670.00		\$2,305,000.00	\$295,000.00	\$2,600,000.00	

2019 Proposed Funding-HOME FUNDING ESTIMATED ALLOCATION \$500,000.00										
Applicant Name	Date Received	Address	Contact Person	Project Name	Project Description	Requested Amt	OECD SCORE	Nat. Obj.	City/OECD Amt	Passed by City Council
City of Scranton-OECD	6/5/2018	340 N. Washington Ave. Scranton, PA 18510	Liza Carroll	2019 HOME Admin.	10% of each year's HOME funding must be used for reasonable administrative and planning costs, in compliance with HOME rules.	\$70,000.00	100%	NA	\$50,000.00	
City of Scranton-OECD	6/5/2018	340 N. Washington Ave. Scranton, PA 18510	Liza Carroll	Homebuyer Program	To assist income qualified homebuyers purchase homes in the City of Scranton by providing assistance with down payment and closing costs.	\$200,000.00	88%	LMH	\$100,000.00	
City of Scranton-OECD	6/5/2018	340 N. Washington Ave. Scranton, PA 18510	Liza Carroll	CHDO	CHDO is a non-profit community based organization that has staff with capacity to develop affordable housing for the community it serves. At least 15% of HOME funds must be set aside for CHDO. OECD will bid CHDO funding out.	\$105,000.00	96%	LMH	\$75,000.00	
City of Scranton-OECD	6/5/2018	340 N. Washington Ave. Scranton, PA 18510	Liza Carroll	Housing Rehabilitation	Rehabilitation of homes located in the City of Scranton to comply with City Codes. Eligibility is based on income. Must be a 1-unit home, must be primary residence, and applicant must not hold ownership in any other property.	\$200,000.00	95%	LMH	\$75,000.00	
City of Scranton-OECD	6/5/2018	340 N. Washington Ave. Scranton, PA 18510	Liza Carroll	Rental Rehabilitation	The Rental Rehabilitation Program (RRP) was initiated by the City of Scranton's Economic and Community Development Department, in response to the local need for standard rental housing that is affordable to low income tenants. RRP provides owners of substandard residential rental property assistance is also provided. Since family (up to four units) properties are eligible for this program.	\$125,000.00	95%	LMH	\$0.00	

2019 Proposed Funding-HOME FUNDING ESTIMATED ALLOCATION \$500,000.00										
Applicant Name	Date Received	Address	Contact Person	Project Name	Project Description	Requested Amt	OECD SCORE	Nat. Obj.	City/OECD Amt	Passed by City Council
Scranton Lackawanna Resources Development Corporation	8/3/2018	321 Spruce Street, Scranton PA 18503	Jim Wansacz	Affordable Housing	Develop affordable low to moderate income housing, specifically 3 properties in Scranton to be available to first time homebuyers, veterans, and low income families.	\$170,000.00	80%	LMH	\$75,000.00	
Woda Cooper Companies	8/3/2018	500 South Front Street, 10th Floor, Columbus, OH 43215	Andrew B. Cohen, Senior Vice President	Scranton Senior Apartments	50 Unit Independent Senior (62+) Rental Housing Project	\$500,000.00	85%	LMH	\$0.00	
NeighborWorks Northeastern Pennsylvania	8/3/2018	1510 North Main Ave, Scranton PA 18508	Jesse J. Ergott, President & CEO	Brook Street Renovation	Renovate for remediation of blighted condition and rehabilitation of property at 635 Brook Street, Scranton PA	\$157,000.00	88%	LMH	\$125,000.00	
Total:						\$1,627,000.00			\$500,000.00	

Emergency Solutions Grant ESG 2019

Estimated Allocation \$220,000.00

8/29/2018

Applicant's Name	Date Rec'd	Address	Contact Person	Narrative	Proposed Amt.	Score	\$132 cap on Emergency Shelter					HMIS	AMOUNTS
							Emergency Shelter	Rapid Re-Housing	Homeless Prevention	Admin 7.5% Cap			
Catholic Social Services Diocese of Scranton, Inc.	7/30/2018	504 Penn Avenue Scranton PA 18509	Stephen R. Nocilla, Executive Director of Housing & Residential Services	Emergency Homeless Shelter providing nightly services to 26 adult men and women 7 days per week, 365 days per year	\$53,000.00	95%	\$45,000.00						\$45,000.00
The Catherine McAuley Center	7/30/2018	430 Pittston Avenue Scranton PA 18505	Sr. Therese Marques, RSM, Executive Director	Emergency Shelter/Family Support Program to move women and children from homelessness to Independence	\$32,000.00	88%	\$26,000.00						\$26,000.00
The Catherine McAuley Center	7/30/2018	430 Pittston Avenue Scranton PA 18505	Sr. Therese Marques, RSM, Executive Director	Rapid Re-Housing Program serves homeless women and children who are coming from emergency shelter; includes up to one year of case management, house hunting and life skills improvement	\$15,000.00	88%		\$12,000.00					\$12,000.00
City of Scranton - (OECD)	7/31/2018	340 N. Washington Avenue Scranton PA 18503	Mary Maroon, Director of Finance and Compliance	2019 ESG Administrative Costs on Administration	\$16,500.00	100%				\$16,500.00			\$16,500.00
United Neighborhood Centers of Northeastern Pennsylvania	8/2/2018	777 Keystone Industrial Park Road, Throop, PA 18512	Michael Hanley, Chief Executive Officer	Rapid Re-Housing Program serving families with case management, house hunting and rental payment assistance	\$31,000.00	83%		\$26,000.00					\$26,000.00
United Neighborhood Centers of Northeastern Pennsylvania	8/2/2018	777 Keystone Industrial Park Road, Throop, PA 18512	Michael Hanley, Chief Executive Officer	Homeless Management Information System to collect housing and client data for homeless and at risk for homeless individuals	\$10,000.00						\$10,000.00		\$10,000.00

Emergency Solutions Grant ESG 2019

Estimated Allocation \$220,000.00

8/29/2018

<div>\$132 cap on Emergency Shelter</div>											
Applicant's Name	Date Rec'd	Address	Contact Person	Narrative	Proposed Amt.	Score	Emergency Shelter	Rapid Re-Housing	Homeless Prevention	Admin 7.5% Cap	AMOUNTS
Womens Resource Center	8/2/2018	PO Box 975, Scranton PA 18501	Margaret A. Ruddy, Executive Director	Rapid Re-Housing Program	\$17,755.00	95%		\$15,000.00			\$15,000.00
Womens Resource Center	8/2/2018	PO Box 975, Scranton PA 18501	Margaret A. Ruddy, Executive Director	Homelessness Prevention Program	\$500.00	85%			\$500.00		\$500.00
Womens Resource Center	8/2/2018	PO Box 975, Scranton PA 18501	Margaret A. Ruddy, Executive Director	Emergency Shelter Services	\$27,763.00	95%	\$23,000.00				\$23,000.00
Community Intervention Center of Lackawanna County	8/3/2018	445 N. 6th Avenue, Scranton PA 18503	Kim Cadogan, Executive Director	Emergency Shelter	\$20,000.00	90%	\$17,000.00				\$17,000.00
Community Intervention Center of Lackawanna County	8/3/2018	445 N. 6th Avenue, Scranton PA 18503	Kim Cadogan, Executive Director	Rapid Re-Housing	\$10,000.00	90%		\$8,000.00			\$8,000.00
St. Joseph's Center/Walsh Manor	8/3/2018	2010 Adams Avenue, Scranton PA 18509	Sister Maryalice Jacquinot, IHM, President/CEO	Mother Infant Program	\$25,000.00	95%	\$21,000.00				\$21,000.00
					\$258,518.00		\$132,000.00	\$61,000.00	\$500.00	\$16,500.00	\$220,000.00

**City of Scranton
Office of Economic and Community Development (OECD)**

**Action Plan 2019
Community Development Block Grant Program
HOME Program
Emergency Solutions Grant Program**

Please read this carefully! Following review of all applications received by the Scranton's Office of Economic and Community Development (OECD), listed below is an explanation of decisions made regarding the attached proposed funding. If you do not understand or need additional information please do not hesitate to contact the Office of Economic and Community Development. Only activities that need an explanation is listed.

Scranton's Office of Economic and Community Development (OECD) has estimated the City of Scranton will be receiving approximately **\$2,600,000.00** through the Community Development Block Grant Program, **\$500,000.00** for the HOME Program and **\$220,000.00** for the Emergency Solutions Grant (ESG).

OECD received over \$4,500,000.00 and our estimated amount from HUD is \$2,600,000.00. Although we did receive very good applications and want to provide funding to everyone; it is impossible.

Community Development Block Grant Program

Section 108 Scranton Hotel (Hilton)

Good News! City/OECD will be making their last repayment to HUD on the Section 108 for the Scranton Hotel with our 2018 CDBG funding. This will provide Scranton with approximately an additional \$250,000 per year to allocate to eligible activities.

Public Service Cap based on the estimated \$2,600,000.00 cannot exceed \$390,000.00.

Public Services – Neighborhood Police Patrol - \$238,000.00

The Neighborhood Police Patrol is an eligible activity and will be classified as a "New Service" under Public Service. The base count for the regular police patrol has been established at **140**. If for any reason the regular police count drops under the 140 count the Neighborhood Police Patrol will be ineligible to fund in 2019. It should be noted that this number does not include the Neighborhood Police Patrol; NPP must be in addition to the regular police officers.

NPP still has a substantial amount of funding from 2017 Action Plan. OECD recommends that the requested \$272,476.00 be reduced to \$238,000.00 in order for NPP to spend the rest of the 2017 funding along with the \$261,000.00 allocated in the 2018 Action Plan.

Currently there are four (4) Neighborhood Police Patrol officers. The Neighborhood Police Patrol officers will continue to be on foot and/or bicycles. The Neighborhood Police Patrol will be assigned solely to neighborhoods that qualify for expenditures of federal monies under the new 2010 Census data that became effective July 1, 2014 and pursuant to the Neighborhood Police Patrol Program shall not be subject to assignment to normal patrol functions. All documentation from both the Neighborhood Police Patrol officers and City of Scranton must be properly submitted in order for the City of Scranton to receive reimbursement from the Community Development Block Grant Program.

Public Service / The Catherine McCauley Center (CMC) (Not Funded)

The Catherine McCauley Center submitted an application in the amount of \$12,000.00 for their Rental Assistance Program to provide six (6) months of case management support and rental assistance for homeless women and children. OECD is recommending not funding CMC in 2019 until the balance of \$11,286.00 has been depleted:

2016	-	\$ 1,286.00
2017	-	\$ 5,000.00
2018	-	<u>\$ 5,000.00</u>
		\$11,286.00

Department of Parks/ McLain Park - \$80,000.00 (Not Funded)

Department of Parks submitted an application for CDBG in the amount of \$80,000.00 to install a new Pavilion at McLain Park. As everyone is aware OECD just completed installing new playground equipment and sidewalks within the park in the amount \$148,987.00 of CDBG funding; along with \$39,000.00 with Local Share Account for the engineering work. In the 2018 Action Plan an additional \$150,000.00 was awarded to replace fencing and other improvements to the park that will be completed in 2019.

Connell Park Little League - \$50,000.00

OECD staff has been meeting with the Administrators of Connell Park Little League. In the 2017 Action Plan; Council funded \$29,000.00 for various updates to the Park. After several meetings it was determined that Connell Park needed additional funding to perform any type of project they wanted to do. With OECD assistance it was determined a lighting upgrade project would be a good use of our funding. With the \$29,000.00 along with the \$50,000.00 this will provide them with \$79,000.00 to complete the project.

Housing Rehabilitation / Emergency Repairs - \$40,000.00

It is permissible under the CDBG Program to implement emergency repairs to homes. This will be a pilot program to determine if it will work and provide future funding to this activity. Under the HOME Program it is not permissible to perform emergency repairs; all homes must be brought up to code.

Weston Field /Outside Pool Area Improvements - \$50,000.00

City/OECD has not allocated federal funds for Weston Field in several years and felt this would be a beneficial project to the community. There are funds available through the Weston Foundation so this activity was reduced from \$161,000.00 to \$50,000.00.

Owner-Occupied Housing Rehabilitation Program/Emergency Work - \$40,000.00

Under CDBG Regulations City/OECD is able to do emergency work on homes without bringing the home up to code unlike the HOME Program.

EMERGENCY SOLUTIONS GRANT PROGRAM - \$220,000.00

The Scranton-Lackawanna Continuum of Care meets as a whole and with the assistance of Scranton OECD determines where the greatest need is placed for this funding. There are five components: Street Outreach, Emergency Shelter, Homelessness Prevention, Rapid Re-Housing, Homeless Management Information system (HMIS), along with Administration

OECD received \$258,518.00 in applications; our estimated allocation is \$220,000.00. The only two (2) items that were not reduced was ESG Administration and HMIS for UNC. UNC is the administrator of HMIS. HMIS collects the data from the other sub-recipients receiving ESG funding. UNC has not requested HMIS funding in several years.

HOME PROGRAM - \$500,000.00

Scranton Senior Apartments – HOME Program \$500,000.00 (NOT FUNDED)

I want to compliment Woda Cooper Development for submitting an application to add decent, safe, and affordable senior housing for our Scranton residents that is very much needed.

OECD had no problems with the application or the project itself; however it is not a shovel ready activity with no approved financing or site location in place. If funded this would be problematic to the timeliness of our federal funding. The application requested \$500,000.00 in HOME Program funding. The City of Scranton only received \$398,774.00 in 2017 and \$560,864.00 in 2018 to date has not been received; anticipating funding for 2019 is \$500,000.00.

Possibly in the future the City/OECD can provide HOME funding but it would be greatly reduced from the \$500,000.00 that was requested with this application. The timing for future funding may not be in line with the construction of their project.

New construction for rental units under the HOME Program guidelines requires City/OECD to place a lien on the property for 20 years. HUD regulations require the City/OECD staff to inspect the property every two (2) years along with documenting the tenant's incomes and rent controls for the full 20 years.

Rental Rehabilitation Program – \$125,000.00

OECD decided it was best not to recommend funding the Rental Rehabilitation Program until one application has been received from a property owner for the 2016 funding. I have had many meetings with prospective applicants however, to date, received no applications to try this pilot program.



Office of Economic and
Community Development

August 22, 2018

The Scranton Times/Tribune
Penn Avenue and Spruce Street
Scranton, PA 18503

**Re: Public Notice
City of Scranton
Office of Economic and Community Development (OECD)
Action Plan 2019**

Attention: Sharon
legals.timeshamrock.com

Please insert the enclosed **PUBLIC NOTICE** in the **(Non- Legal Section)** of the Scranton Times/Tribune on the following day:

TUESDAY, SEPTEMBER 4, 2018

This office is requesting a notarized invoice indicating the date the Public Notice appeared in your newspaper. Please include on the invoice the **PROJECT TITLE** as listed above and forward the notarized invoice to **THE OFFICE OF ECONOMIC & COMMUNITY DEVELOPMENT, Municipal Building, 340 North Washington Avenue, Scranton, PA 18503.** Please be aware that the notarized invoice we are requesting is not in lieu of the billing invoice that is sent to this address. The billing invoice should include a tear sheet and project title and number as listed above. **BILL TO OECD ACCOUNT #11859.**

Thank you for your cooperation in this matter. If you have any questions regarding this request, please contact me at 348-4216.

Sincerely,

A handwritten signature in black ink that reads "Linda B. Aebli".

Linda B. Aebli
Executive Director

Lba/

Enclosure

**PUBLIC NOTICE
CITY OF SCRANTON
PROPOSED FIFTH YEAR ACTION PLAN
JANUARY 1, 2019 – DECEMBER 31, 2019**

The City of Scranton is required to develop the Fifth Year Action Plan of proposed activities to be funded through the Community Development Block Grant Program (CDBG), Home Investment Partnership Program (HOME), and the Emergency Solution Grant Program (ESG) administered by the U. S. Department of Housing and Urban Development (HUD). This Action Plan covers the period beginning January 1, 2019. The activities must be consistent with the needs and objectives identified in the City of Scranton's 2015 – 2019 Five (5) Year Consolidated Plan principally for extremely low to moderate income families. Anticipated allocations total \$3,320,000.00 as follows:

CDBG	-	\$2,600,000.00
HOME	-	\$ 500,000.00
ESG	-	\$ 220,000.00

The City's Proposed Fifth Year Action Plan is available for review at the following locations:

Scranton's Office of Economic and Community Development
Office of the City Clerk, Municipal Building
Office of City Controller, Municipal Building

A Public Hearing is scheduled by Scranton City Council on Monday, September 17, 2018 at 5:15 p.m. to receive citizen comments on the proposed plan. Those unable to attend the hearing may submit their comments to the Office of Economic and Community Development, Municipal Building, 340 N. Washington Avenue, Scranton, PA 18503. All comments must be received no later than 4:00 p.m. on Friday, October 19, 2018.

STATEMENT OF OBJECTIVES

- Elimination of slums and blight
- Elimination of conditions that is detrimental to health, safety and public welfare
- Conservation and expansion of the nation's housing stock
- Better utilization of land and other natural resources
- Reduction of the isolation of income groups within communities and geographical areas
- Preservation of properties of special value
- Alleviation of physical and economic distress
- Conservation of the nation's scarce energy resources

HISTORIC PRESERVATION ACTIVITIES

By this Notice, the City of Scranton invites parties who may have an interest in activities which may impact historic resources to make themselves known so that we can involve them in the notification and review process of the National Advisory Council on Historic Preservation as set forth in the 36 CFR Part 800. We request that all interested parties identify themselves no later than Friday, October 19, 2018 in order to be included in such notification.

ENVIRONMENTAL NOTIFICATION

By this Notice the City of Scranton invites parties who may have an interest in receiving notification regarding the environmental finding and/or request to the release of funds regarding any or all of the activities listed in Part IV of the Consolidated Plan. To be included in the notification process we request interested parties identify themselves and the activities in which they are interested no later than Friday, October 19, 2018.

LIST OF PROJECTS IS ATTACHED

Following is the list of applications received but not yet approved. Scranton City Council selects and approves activities for program year 2019 that is the Fifth Year of the City of Scranton's 2015 – 2019 Five (5) Year Consolidated Plan.

William L. Courtright
Mayor
Scranton City

Linda B. Aebli
Executive Director
Office of Economic and Community Development

Community Development Block Grant Program (CDBG)

Estimated Amount - \$2,600,000.00

City of Scranton/DPW	Paving of Streets to Include Handicap Curb Cuts	\$1,400,000.00
City of Scranton/OECD	West Scranton Sidewalk & Streetscape Improvements	\$ 370,000.00
City of Scranton/LIPS	Demolition of Hazardous Structures	\$ 600,000.00
City of Scranton/OECD	Economic Development	\$ 500,000.00
City of Scranton/OECD	Repayment Section 108 / Steamtown Mall Partners	\$ 215,695.00
City of Scranton/OECD	Administration / CDBG	\$ 485,000.00
City of Scranton/OECD	CDBG Administration for HOME Program	\$ 35,000.00
City of Scranton/PARKS	Weston Field Outside Pool Area Improvements	\$ 161,000.00
City of Scranton/Police	Public Service - Neighborhood Police Patrol	\$ 272,476.00
City of Scranton/PARKS	Weston Park - Baseball Backstop Replacement	\$ 25,000.00
City of Scranton/PARKS	McLain Park - Install Shelter/Pavilion	\$ 80,000.00
City of Scranton/OECD	Housing Emergency Repairs to properties located in the City of Scranton for income eligible families	\$ 100,000.00
Bhutanese Cultural Foundation of Scranton	Social Services -- English as a Second Language Training	\$ 15,000.00
Bhutanese Cultural Foundation of Scranton	Building Repairs & Improvements	\$ 36,267.00
ARC of NEPA	Kitchen Remodel Sanders Street IDD	\$ 25,000.00
UNC of NEPA	Public Service - Project Hope	\$ 80,000.00
UNC of NEPA	Public Service - SCOLA Adult Literacy Program	\$ 20,000.00
UNC of NEPA	Public Service - Bellevue Youth Program	\$ 15,000.00
Boys & Girls Club of NEPA	Public Service - Park It Program	\$ 41,232.00
Catherine McAuley Center	Public Service - Rental Assistance Program	\$ 12,000.00
St. Joseph's Center	Public Service - Mother Infant Program	\$ 25,000.00
Connell Park Little League	Maintenance & Lighting Upgrade	\$ 56,000.00
	TOTAL	\$4,569,670.00

HOME Investment Partnership Program

Estimated Amount - \$500,000.00

City of Scranton/OECD	Administration / HOME Program	\$ 70,000.00
City of Scranton/OECD	Rental Rehabilitation	\$ 125,000.00
City of Scranton/OECD	Owner Occupied Housing Rehabilitation Program	\$ 200,000.00
City of Scranton/OECD	Homebuyer Assistance Program	\$ 200,000.00
City of Scranton/OECD	2019 CHDO	\$ 105,000.00
Scranton Lackawanna Resource Development Corporation SLRDC	Affordable Housing	\$ 170,000.00
Woda Cooper Companies	Scranton Senior Apartments	\$ 500,000.00
NeighborWorks	635 Brook Street Renovation	\$ 157,000.00
	TOTAL	\$1,527,000.00

Emergency Solutions Grant Program

Estimated Amount - 220,000.00

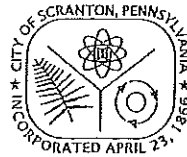
City of Scranton/OECD	Administration / ESG Program	\$ 16,500.00
UNC of NEPA	Rapid Re-Housing	\$ 31,000.00
UNC of NEPA	Homeless Management Information System	\$ 10,000.00
Catholic Social Services/St. Anthony's	Emergency Shelter	\$ 53,000.00
Catherine McAuley Center	Rapid Re-Housing	\$ 15,000.00
Catherine McAuley Center	Shelter	\$ 32,000.00
Community Intervention Center	Emergency Day Shelter	\$ 20,000.00
Community Intervention Center	Rapid Re-Housing	\$ 10,000.00
St. Joseph's/Walsh Manor	Emergency Shelter	\$ 25,000.00
Women's Resource Center	Rapid Re-Housing	\$ 17,755.00
Women's Resource Center	Emergency Shelter Services	\$ 27,763.00
Women's Resource Center	Homeless Prevention	\$ 500.00
	TOTAL	\$ 258,518.00

Council of the City of Scranton

340 No. Washington Avenue • Scranton, Pennsylvania 18503 • Telephone (570) 348-4113 • Fax (570) 348-4207

Lori Reed
City Clerk

Amil Minora, Esq.
Counsel



Pat Rogan, President
Timothy Perry, Vice President
William Gaughan
Wayne Evans
Kyle Donahue

2018 AUG 2 PM 3 10

August 2, 2018

Ms. Linda B. Aebli
Executive Director, OECD
340 North Washington Avenue
Scranton, PA 18503

Dear Ms. Aebli:

I have reviewed your correspondence dated July 30, 2018 regarding the proposed timeline for the 2019 Action Plan. The dates noted which pertain to legislative action have been changed to reflect the actual meeting dates of Council. City Council meetings for the year 2018 are held on Monday evenings. Provided that I receive the Ordinance no later than August 31, 2018, the revised timeline will be as follows:

Wednesday, September 5, 2018 – special legal notice, for Public Hearing to be held on September 17th, to appear in the general circulation section of the Scranton Times.

Monday, September 10, 2018 – 5th Order/Introduction of Action Plan 2019.

Wednesday, September 12, 2018 – Notice of Introduction of Ordinance and Public Hearing Notice to appear in the classified section of the Scranton Times.

Monday, September 17, 2018 – 5:15 pm Public Hearing; Ordinance to appear on Agenda in 6th Order/Second Reading. A Motion will be made to table the legislation for the HUD required 30-day public comment period.

I believe OECD staff members have routinely attended the Public Hearing in the past and I will make arrangements for you, and any other members of OECD, to be seated at Council's conference table in Chambers. The Public Hearing will commence at 5:15 p.m.

Monday, October 22, 2018 – A Motion will be made to bring the legislation back to the Agenda in 7th Order for a final vote.

If you have any questions or concerns, please feel free to contact me at 570-348-4113.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Reed", with a stylized flourish at the end.

Lori Reed
City Clerk

cc: Jessica L. Eskra, Esq., City Solicitor
Scranton City Council



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

August 29, 2018

RECEIVED

AUG 29 2018

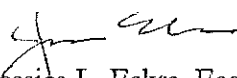
To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2019.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 125, 2017, AN ORDINANCE ENTITLED "GENERAL CITY OPERATING BUDGET 2018" BY TRANSFERRING \$50,000.00 FROM ACCOUNT NO. 01.401.17040.4299 (NON-DEPARTMENTAL EXPENDITURES - OPEB TRUST FUND TO ACCOUNT NO. 01.401.10110.4299 (NON-DEPARTMENTAL EXPENDITURES - SHADE TREE COMMISSION) TO PROVIDE FUNDING FOR ADDITIONAL TREE MAINTENANCE COSTS AND THE PREPARATION OF A BASIC PLAN ON HOW TO DEPLOY ADDITIONAL TREES IN THE DOWNTOWN SECTION OF THE CITY.

WHEREAS, it is in the best interest of the City of Scranton that these funds are transferred to provide funding for additional tree maintenance costs and the preparation of a basic plan on how to deploy additional trees in the downtown section of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that File of the Council No. 125, 2017 be amended by transferring funds as follows:

FROM:

ACCOUNT NO.	AMOUNT
01.401.17040.4299	
Non-Departmental Expenditures	
OPEB Trust Fund	\$50,000.00
TOTAL FROM	\$50,000.00

TO:

01.401.10110.4299	
NON-Departmental Expenditures	
Shade Tree Commission	\$50,000.00
TOTAL TO	\$50,000.00

The purpose of this transfer is to provide funding for additional tree maintenance costs and the preparation of a basic plan on how to deploy additional trees in the downtown section of the City.

SECTION 1. In all other respects, File of the Council No. 125, 2017 shall remain in full force and effect.

SECTION 2. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

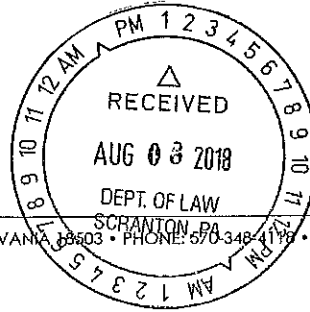
SECTION 3. This Ordinance shall become effective immediately upon approval.

SECTION 4. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.



DEPARTMENT OF BUSINESS ADMINISTRATION

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4111 • FAX: 570-348-4225



August 8, 2018

Jessica Eskra, Esq.
City Solicitor
Municipal Building
Scranton, PA 18503

Dear Attorney Eskra:

Please prepare an Ordinance for Scranton City Council amending File of the Council No. 125, 2017 (2018 Operating Budget), by transferring funds as follows:

1. FROM:

Account #01.401.17040.4299	
Non-Departmental Expenditures	
OPEB Trust Fund	\$50,000.00

TO:

Account #01.401.10110.4299	
Non-Departmental Expenditures	
Shade Tree Commission	\$50,000.00

The purpose of this transfer is to provide funding for additional tree maintenance costs and the preparation of a basic plan on how to deploy additional trees in the downtown section of the City.

Very truly yours,


David Bulzoni
Business Administrator

DMB:nmk

Encls.

Cc: Roseann Novembrino, City Controller
Wayne Beck, City Treasurer
Lori Reed, City Clerk
Becky McMullen, Financial Manager
Andy Marichak, Financial Analyst
Adam Joyce, Senior Accountant



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

August 21, 2018

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED

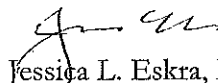
AUG 24 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 125, 2017, AN ORDINANCE ENTITLED "GENERAL CITY OPERATING BUDGET 2018" BY TRANSFERRING \$50,000.00 FROM ACCOUNT NO. 01.401.17040.4299 (NON-DEPARTMENTAL EXPENDITURES - OPEB TRUST FUND TO ACCOUNT NO. 01.401.10110.4299 (NON-DEPARTMENTAL EXPENDITURES - SHADE TREE COMMISSION) TO PROVIDE FUNDING FOR ADDITIONAL TREE MAINTENANCE COSTS AND THE PREPARATION OF A BASIC PLAN ON HOW TO DEPLOY ADDITIONAL TREES IN THE DOWNTOWN SECTION OF THE CITY.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

ACKNOWLEDGING THE ADOPTION BY THE COMMONWEALTH OF PENNSYLVANIA OF THE PENNSYLVANIA FIREWORKS LAW, ACT 43 OF 2017, ACKNOWLEDGING THAT THE FIREWORKS LAW PROHIBITS THE IGNITING OR DISCHARGE OF CONSUMER FIREWORKS ON PUBLIC OR PRIVATE PROPERTY WITHOUT THE EXPRESS PERMISSION OF THE OWNER, PROVIDING THAT THE CITY OF SCRANTON DOES NOT GRANT PERMISSION FOR ANYONE TO IGNITE OR DISCHARGE CONSUMER FIREWORKS ON THE STREETS OR SIDEWALKS OF THE CITY OF SCRANTON OR PROPERTY OWNED BY THE CITY OF SCRANTON INCLUDING, WITHOUT LIMITATION, ALL OF THE CITY OWNED PARKS AND PUBLIC BUILDINGS; DIRECTING THAT THE CITY OF SCRANTON PROVIDE CERTIFIED COPIES OF THE ORDINANCE TO ALL MAGISTERIAL DISTRICT JUDGES WITHIN THE CITY; PROVIDING FOR A REPEAL OF INCONSISTENT ORDINANCES; PROVIDING FOR THE SEVERABILITY OF THE ORDINANCE; AND PROVIDING THAT THE ORDINANCE SHALL TAKE EFFECT IN ACCORDANCE WITH PENNSYLVANIA LAW.

WHEREAS, the Pennsylvania Fireworks Law, Act 43 of 2017, took effect on October 30, 2017; and

WHEREAS, the Pennsylvania Fireworks Law defines consumer fireworks as any combustible or explosive composition or any substance or combination of substances which is intended to produce visible or audible effects by combustion, suitable for use by the public, complies with the construction, performance, composition and labeling requirements promulgated by the Consumer Products Safety Commission in 16 C.F.R. (relating to commercial practices), or any successor regulation and complies with the provisions for "consumer fireworks" as defined in APA 87-1 or any successor standard, the sale, possession and use of which shall be permitted throughout the Commonwealth (the term does not, however, include devices as "ground and hand held sparkling devices," "novelties" or "toy-caps" in APA 87-1 or any successor standard, the sale, possession and use of which shall be permitted at all times throughout the Commonwealth); and

WHEREAS, pursuant to the Pennsylvania Fireworks Law, a person who is at least eighteen (18) years of age and meets the requirements of the law may purchase, possess and use consumer fireworks provided, however, that a person may not intentionally ignite or discharge consumer fireworks on public or private property without the express permission of the owner, may not intentionally ignite or discharge consumer fireworks or sparkling devices within, or

throw consumer fireworks or sparkling devices from, a motor vehicle or building, may not intentionally ignite or discharge consumer fireworks or sparkling devices into or at a motor vehicle or building or at another person, may not intentionally ignite or discharge consumer fireworks or sparkling devices while the person is under the influence of alcohol, a controlled substance or another drug, and may not intentionally ignite or discharge consumer fireworks within 150 feet of an occupied structure ; and

WHEREAS, City Council of the City of Scranton has determined that the use of consumer fireworks and sparkling devices in an urban setting such as the City provides safety and health hazards if the terms of the Pennsylvania Fireworks Law are not specifically complied with.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON AS FOLLOWS:

SECTION 1. It is hereby ordained and enacted that no permission is granted by the City to any person to ignite or discharge consumer fireworks on the streets of the City of Scranton, the sidewalks of the City of Scranton or any property owned by the City of Scranton, including, without limitation, all of the City's parks and public buildings.

SECTION 2. The City hereby directs that certified copies of this Ordinance be provided to all magisterial judges within the City of Scranton to provide judicial notice that no permission has been granted by the City for any person to intentionally ignite or discharge consumer fireworks on the City streets and sidewalks or on any real estate owned by the City of Scranton.

SECTION 3. All Ordinances or Resolutions or parts of Ordinances or Resolutions insofar as they are inconsistent herewith are hereby repealed and rescinded.

SECTION 4. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 5. This Ordinance shall become effective immediately upon approval.

SECTION 6. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

August 21, 2018

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED

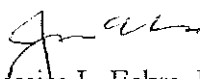
AUG 24 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE ACKNOWLEDGING THE ADOPTION BY THE COMMONWEALTH OF PENNSYLVANIA OF THE PENNSYLVANIA FIREWORKS LAW, ACT 43 OF 2017, ACKNOWLEDGING THAT THE FIREWORKS LAW PROHIBITS THE IGNITING OR DISCHARGE OF CONSUMER FIREWORKS ON PUBLIC OR PRIVATE PROPERTY WITHOUT THE EXPRESS PERMISSION OF THE OWNER, PROVIDING THAT THE CITY OF SCRANTON DOES NOT GRANT PERMISSION FOR ANYONE TO IGNITE OR DISCHARGE CONSUMER FIREWORKS ON THE STREETS OR SIDEWALKS OF THE CITY OF SCRANTON OR PROPERTY OWNED BY THE CITY OF SCRANTON INCLUDING, WITHOUT LIMITATION, ALL OF THE CITY OWNED PARKS AND PUBLIC BUILDINGS; DIRECTING THAT THE CITY OF SCRANTON PROVIDE CERTIFIED COPIES OF THE ORDINANCE TO ALL MAGISTERIAL DISTRICT JUDGES WITHIN THE CITY; PROVIDING FOR A REPEAL OF INCONSISTENT ORDINANCES; PROVIDING FOR THE SEVERABILITY OF THE ORDINANCE; AND PROVIDING THAT THE ORDINANCE SHALL TAKE EFFECT IN ACCORDANCE WITH PENNSYLVANIA LAW.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE A DEED OF EASEMENT AND RIGHT OF WAY BETWEEN THE CITY OF SCRANTON ("GRANTOR") AND THE PENNSYLVANIA-AMERICAN WATER COMPANY ("GRANTEE") GRANTING TO THE PENNSYLVANIA-AMERICAN WATER COMPANY THE EASEMENT, RIGHT OF WAY AND RIGHTS AS ARE SET FORTH BELOW WITH RESPECT TO THE PROPERTY, WHICH DEED OF EASEMENT AND RIGHT OF WAY ARE ATTACHED HERETO AS EXHIBIT "A".

WHEREAS, the City of Scranton is the owner in fee simple of the real estate hereby subjected to said easement and right of way, and has good title to convey the same, having acquired said real estate from Lackawanna Land and Energy, Inc. located in Pittston, PA by deed dated February 15, 2005 and recorded in the Office of the Recorder of Deeds of Lackawanna County, Instrument Number 200513055, Pin No. 12417010054 as shown on the map attached hereto.

WHEREAS, the Grantor, wishes to hereby give, grant and convey unto the Grantee, its successors and assigns, forever, an easement and a free uninterrupted and unobstructed right of way, in, under, across and over the property of the Grantor, for the purpose of constructing, installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time pipe or pipes, with necessary fittings, appurtenances and attached facilities including manholes, inlets, laterals and connections for the collection and transmission of wastewater.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to execute a Deed of Easement and Right of Way between the City of Scranton ("Grantor") and the Pennsylvania-American Water Company ("Grantee") a copy of which is attached hereto as Exhibit "A".

SECTION 1. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This Ordinance shall become effective immediately upon approval.

SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

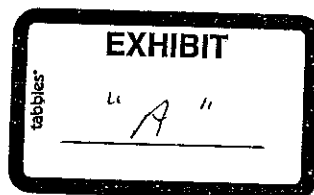
DEED OF EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this _____ day of _____, 20____, by and between The City of Scranton, a municipal corporation with the mailing address of 340 North Washington Avenue, Scranton, Pennsylvania, 18503, hereinafter referred to as the "Grantor" and Pennsylvania-American Water Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an office for the transaction of business at 800 West Hershey Park Drive, Hershey, Pennsylvania, hereinafter referred to as the "Grantee".

W I T N E S S E T H

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns, forever, an easement and a free uninterrupted and unobstructed right of way, in, under, across and over the property of the Grantor, situate in the City of Scranton in Lackawanna County, Pennsylvania; said permanent right of way to be described in the attached metes and bounds description (Exhibit A) and as shown on Drawing C2 attached hereto, for the purpose of constructing, installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time pipe or pipes, with necessary fittings, appurtenances and attached facilities including manholes, inlets, laterals and connections for the collection and transmission of wastewater.

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the premises described above, through existing access driveway(s) located on the property, with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing or adding to the aforesaid sewer pipe lines, appurtenances and facilities, (ii) remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein, and (iii) for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.



The right of the Grantor to freely use and enjoy its interest in the premises is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or unreasonably interfere with the construction, operation, and maintenance of Grantee's sewer pipe lines and attached facilities, except that no building, structure or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said wastewater mains except pipes crossing at right angles, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers or unreasonably interferes with the wastewater pipelines and attached facilities.

TO HAVE AND TO HOLD the above granted easement and right of way unto the same Grantee, its successors and assigns forever.

The Grantee agrees, by the acceptance of this Deed of Easement and Right of Way that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than resodding any grass which was removed upon entry, all such work to be done at the expense of the Grantee.

And the said Grantor does covenant with the said Grantee as follows:

1. That the Grantor is the owner in fee simple of the real estate hereby subjected to said easement and right of way, and has good title to convey the same, having acquired said real estate from Lackawanna Land and Energy, Inc. located in Pittston, PA by deed dated February 15, 2005 and recorded in the Office of the Recorder of Deeds of Lackawanna County, Instrument Number 200513055.

2. That the Grantee shall quietly enjoy the said easement and right of way.

3. That the premises hereby subjected to said easement and right of way are subject to no mortgages except NO EXCEPTIONS.

IN WITNESS WHEREOF, the Grantor has duly executed this INDENTURE, all as of the day and year first above written.

ATTEST/WITNESS:

GRANTOR
CITY OF SCRANTON

By _____

By _____

IN WITNESS WHEREOF, the Grantee has duly executed this INDENTURE, all as of the day and year first above written.

ATTEST:

GRANTEE
PENNSYLVANIA-AMERICAN WATER COMPANY

By _____

By _____

CITY OF SCRANTON

ATTEST:

BY: _____
Lori Reed, City Clerk

Date: _____

BY: _____
William L. Courtright, Mayor

Date: _____

BY: _____
Roseann Novembrino, City Controller

Date: _____

APPROVED AS TO FORM:

BY: _____
Jessica L. Eskra, Esq., City Solicitor

Date: _____

EXHIBIT A

**Pennsylvania American Water Company
Permanent Sanitary Sewer Line Easement
on Lands of
City of Scranton**

Parcel 124.17-010-054

All that certain lot, piece or parcel of land situate, lying and being in the City of Scranton, County of Lackawanna, and Commonwealth of Pennsylvania bounded and described as follows to wit:

Beginning at a point on the southerly right-of way line of Wells Street, a city street, and being the easterly most corner of the area shown as "Permanent Easement" on a map entitled "Permanent Sanitary Sewer Line Easement Plan"; Thence the following courses and distances,

South fifteen degrees twelve minutes four seconds West (S15°-12'-04"W), thirty-two and eighty-seven hundredths (32.87) feet to a point; Thence,

North fifty-eight degrees twenty-five minutes forty-two seconds West (N58°-25'-42"W), fifty-one and ninety-six hundredths (51.96) feet to a point; Thence,

South fifty-five degrees twenty-eight minutes six seconds West (S55°-28'-06"W), one-hundred and zero hundredths (170.00) feet to a point; Thence,

South sixty-two degrees thirteen minutes twenty-nine seconds West (S62°-13'-29"W), ninety-one and thirty-nine hundredths (91.39) feet to a point; Thence,

South eighty-five degrees fifty-eight minutes thirty seconds West (S85°-58'-30"W), three-hundred twenty-three and eighty-nine hundredths (323.89) feet to a point; Thence,

South eighty-eight degrees one minute forty-seven seconds West (S88°-01'-47"W), two-hundred fifty-two and ninety-five hundredths (252.95) feet to a point; Thence,

North eighty-two degrees twelve minutes thirty-eight seconds West (N82°-12'-38"W), one-hundred eighty-eight and forty-eight hundredths (188.48) feet to a point; said point being a corner of an existing sanitary sewer easement. Thence, along said existing sanitary sewer easement the following five (5) courses and distances;

North nineteen degrees six minutes twenty-nine seconds East (N19°-06'-29"E), forty-three and eighty-three hundredths (43.83) feet to a point; Thence,

North seventy degrees fifty-three minutes thirty-one seconds West (N70°-53'-31"W), thirty and zero hundredths (30.00) feet to a point; Thence,

South nineteen degrees six minutes twenty-nine seconds West (S19°-06'-29"W), twenty-four and thirty-eight hundredths (24.38) feet to a point; Thence,

South eight-five degrees zero minutes five seconds West (S85°-00'-05"W), one-hundred ninety-five and four hundredths (195.04) feet to a point; Thence,

South twenty-one degrees twenty-four minutes fourteen seconds West (S21°-24'-14"W), ten and eight hundredths (10.80) feet to a point; said point being a corner of existing sanitary sewer easement and Permanent Easement; Thence,

South eight-five degrees forty-five minutes forty-two seconds West (S85°-45'-42"W), one-hundred sixty-six and fifty-four hundredths (166.54) feet to a point; Thence,

North sixty-one degrees twenty-one minutes five seconds West (N61°-21'-05"W), seventy-eight and eighty hundredths (78.80) feet to a point; Thence,

North seventy-two degrees twenty-eight minutes nine seconds East (N72°-28'-09"E), thirty-one and thirty-eight hundredths (31.38) feet to a point; Thence,

North eighty-five degrees forty-five minutes forty-two seconds East (S85°-45'-42"E), four-hundred twenty-two and seventy-one hundredths (422.71) feet to a point; Thence,

North eighty-six degrees fifteen minutes thirty-four seconds East (N86°-15'-34"E), one-hundred ninety-four and forty-four hundredths (194.44) feet to a point; Thence,

North eighty-eight degrees one minute forty-seven seconds East (N88°-01'-47"E), two-hundred forty-five and forty-six hundredths (245.46) feet to a point; Thence,

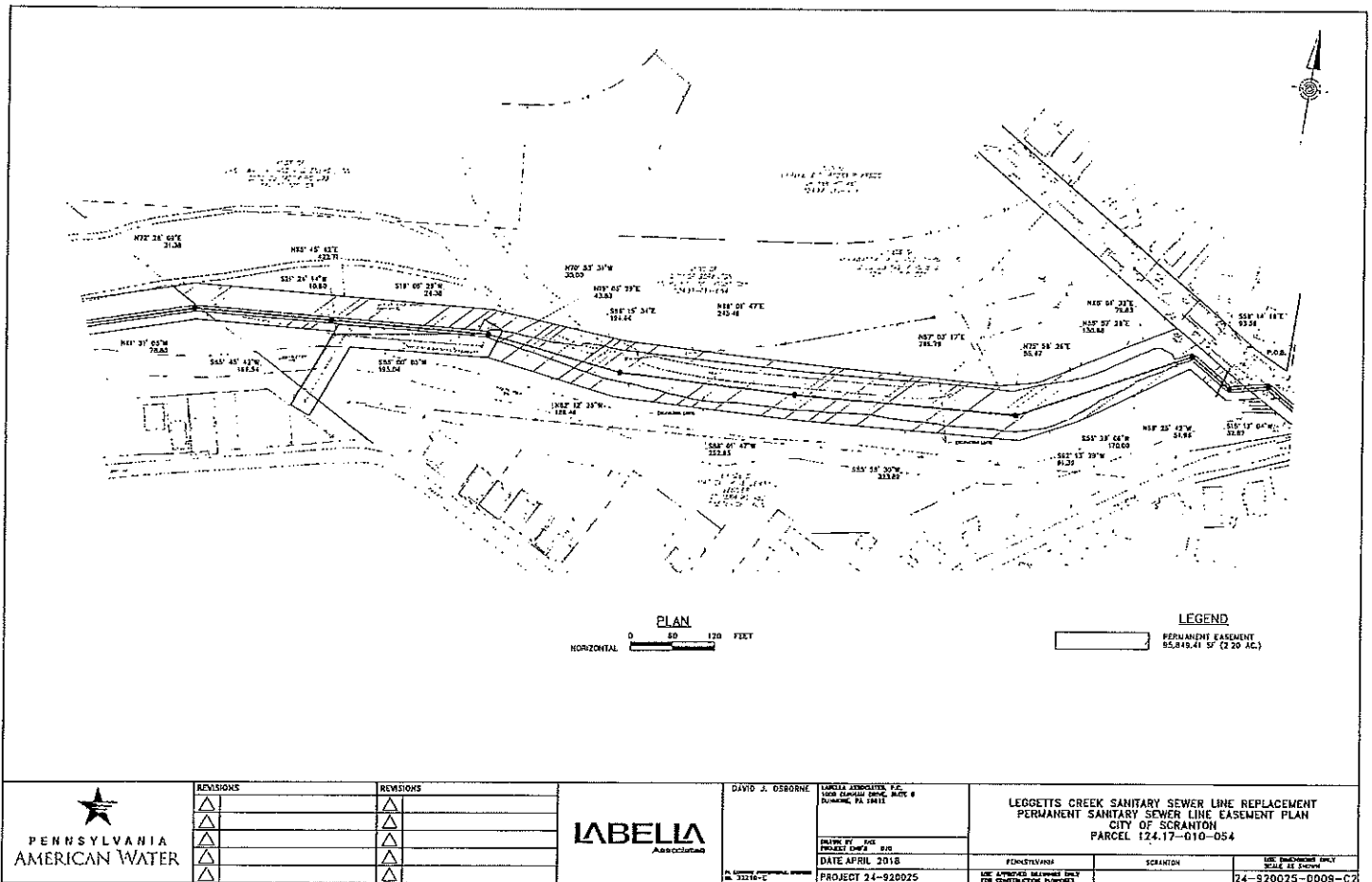
North eighty-seven degrees three minutes seventeen seconds East (N87°-03'-17"E), two-hundred eighty-six and seventy-nine hundredths (286.79) feet to a point; Thence,

North seventy-five degrees fifty-eight minutes twenty-six seconds East (N75°-58'-26"E), fifty-five and forty-seven hundredths (55.47) feet to a point; Thence,

North fifty-eight degrees fifty-seven minutes twenty-eight seconds East (N58°-57'-28"E), one-hundred thirty and eighty-eight hundredths (130.88) feet to a point; Thence,

North sixty degrees one minute thirty-two seconds East (N60°-01'-32"E), seventy-nine and eighty-three hundredths (79.83) feet to a point on the said southerly right-of way line of Wells Street; Thence, along said right-of-way line of Wells Street,

South fifty-eight degrees fourteen minutes eighteen seconds East (S58°-14'-18"E), ninety-three and fifty-six hundredths (93.56) feet to the Point of Beginning of said Permanent Easement all within the Lands of the City of Scranton containing 95,849.41 square feet (2.20 acres) of land, more or less.





DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

August 29, 2018

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AUG 29 2018

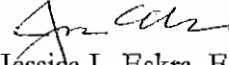
To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE A DEED OF EASEMENT AND RIGHT OF WAY BETWEEN THE CITY OF SCRANTON ("GRANTOR") AND THE PENNSYLVANIA-AMERICAN WATER COMPANY ("GRANTEE") GRANTING TO THE PENNSYLVANIA-AMERICAN WATER COMPANY THE EASEMENT, RIGHT OF WAY AND RIGHTS AS ARE SET FORTH BELOW WITH RESPECT TO THE PROPERTY, WHICH DEED OF EASEMENT AND RIGHT OF WAY ARE ATTACHED HERETO AS EXHIBIT "A".

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A PERMANENT EASEMENT AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT BETWEEN THE CITY OF SCRANTON AND LACKAWANNA HERITAGE VALLEY AUTHORITY FOR REAL ESTATE OWNED BY THE CITY OF SCRANTON AS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

WHEREAS, the City of Scranton is the owner in fee simple of real estate which is more fully described in the attached Exhibit "A" and is subject of this Agreement (the "Easement Area"); and

WHEREAS, Lackawanna Heritage Valley Authority, a public and corporate body organized pursuant to the Pennsylvania Municipality Authorities Act of 1945, Act of May 2, 1945, P.L. 382, as amended, needs a privilege and easement for: (1) the further development and design of the Lackawanna River Heritage Trail along the Lackawanna River Heritage Trail (the "Trail") to be located on the Permanent Easement Area; (2) a privilege and easement for ingress and egress over and across the Permanent Easement Area; and (3) a Temporary Construction Easement, which will run for a duration of twelve (12) months from the Lackawanna Heritage Valley Authority's notification to City of the commencement of construction for the purpose of construction of the Trail. The Easements referred to in items (1), (2) and (3) above will be perpetual and non-exclusive; and

WHEREAS, the Permanent Easement Area is approximately 1.8 acres of land and is identified with the following Pin Numbers:

13501-060-014
13501-060-013
13501-060-011
13501-060-008
13501-060-007
13501-060-006
13501-060-005
13501-060-004
13501-060-003

WHEREAS, Lackawanna Heritage Valley Authority will construct and design the Trail Area at its sole cost and expense and shall perform such maintenance and make such repairs and replacements as shall be required to keep the Easement Area in good and safe operating condition; and

WHEREAS, the Easement Area may be used only for non-commercial recreational access, public trail use.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are authorized to make, deliver and enter into the Agreement attached hereto as Exhibit "A" between the City of Scranton and Lackawanna Heritage Valley Authority for a privilege and easement for: (1) the further development and design of the Lackawanna River Heritage Trail along the Lackawanna River Heritage Trail (the "Trail") to be located on the Permanent Easement Area; (2) a privilege and easement for ingress and egress over and across the Permanent Easement Area; and (3) a Temporary Construction Easement, which will run for a duration of twelve (12) months from the LHVA's notification to City of the commencement of construction for the purpose of construction of the Trail.

SECTION 1. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This Ordinance shall become effective immediately upon approval.

SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

AGREEMENT

THIS AGREEMENT, ("this Agreement") made this _____ day of _____, 2018, (the "Agreement Date") is by and between the City of Scranton ("the undersigned Owner") and Lackawanna Heritage Valley Authority, a public body corporate organized pursuant to the Pennsylvania Municipality Authorities Act of 1945, Act of May 2, 1945, P.L. 382, as amended, with an office at 213 South 7th Avenue, Scranton, Pennsylvania 18503, (the "Holder").

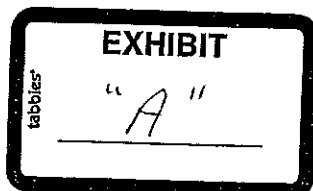
Article 1. Background; Grant of Easement

1.1 Owner is the owner in fee simple of real estate located in Scranton, Lackawanna County, Pennsylvania which real estate is more fully described in the attached Exhibit "A" and which is the subject of this Agreement (the "Easement Area"). The Easement Area is approximately 1.8 acres of land and is identified with the following PIN Numbers:

13501-060-014
13501-060-013
13501-060-012
13501-060-011
13501-060-008
13501-060-007
13501-060-006
13501-060-005
13501-060-004
13501-060-003

1.2 Holder has requested Owner to grant to Holder a privilege and easement for:

(1) the further development and design of the Lackawanna River Heritage Trail along the Lackawanna River Heritage Trail (the "Trail") to be located on the Easement Area; (2) a privilege and easement for ingress and egress over and across the Easement Area; and (3) a Temporary Construction Easement, which will run for a duration of twelve (12) months from Holder's notification to Owner of the commencement of construction for the purpose of



construction of the Trail. The Easements referred to in items (1), (2) and (3) above will be perpetual and non-exclusive.

1.3 Owner has agreed to the request of the Holder subject to the terms and provisions of this Agreement.

1.4 Owner in consideration of the sum of Ten Dollars (\$10.00) and other consideration received by Owner with respect to the conveyance to Holder of this Easement Agreement, the receipt of which is hereby acknowledged, does hereby grant unto Holder, its successors and assigns, a perpetual, non-exclusive easement as more particularly set forth herein and subject to the terms and conditions set forth herein.

1.5 Owner hereby grants and conveys to Holder, its permitted successors and assigns a privilege and easement for the development of the Trail area by Holder along the Easement Area; and

1.6 The undersigned Owner warrants to Holder that the Easement Area is, as of the Agreement Date, free and clear of Liens or, if it is not, that Owner has obtained and attached to this Agreement as an exhibit the legally binding subordination of any mortgage, lien, or other encumbrance affecting the Easement Area as of the Agreement Date.

1.7 The undersigned Owner warrants to Holder that there are no easements (except as noted on the survey documents, if any) or other servitudes affecting the Easement Area prior

to the Agreement Date and running to the benefit of persons that constitute legally binding servitudes prior in right to this Agreement. The Property, Lots 5 to 14, are under and subject to the express conditions and restrictions as set forth of record in Lackawanna County Deed Book 333, p. 81-86 and Lots 3 and 4 are under and subject to the express conditions as set forth of record in Lackawanna County Deed Book Instrument No. 201123257.

1.8. Holder shall construct the Trail at its sole cost and expense subject at all times to the provisions of Paragraph 1.9 hereof, and shall perform such maintenance and make such repairs and replacements as shall be required to keep the Easement Area in good and safe operating condition.

1.9 Holder shall comply in all respects, at its expense, with all governmental regulations and requirements applicable to the construction and ongoing use and operation of the Easement Area. At least 30 days prior to letting bid, Holder shall provide Owner with a courtesy review of the Trail construction specifications, including length and location.

1.10 Owner also hereby grants and conveys to Holder, its successors and assigns a privilege and easement of ingress and egress, for pedestrian traffic in common with any present or future owner of the Easement Area, along, over and across said Trail Area.

1.11 Owner for itself, its successors and assigns retains, reserves, and continues to enjoy the use of the surface of the Easement area for any and all publically regulated land use purposes which do not interfere with or prevent the use by Holder of the within easements.

1.12 Owner and Holder for themselves and their successors and assigns agree that the aforesaid easements, reservations, conditions and restrictions shall be covenants running with the land, and that in any deed of conveyance of said Easement Area or any part thereof to any person or persons, said easements, reservations, conditions and restrictions shall be incorporated by reference to this Easement Agreement as fully as the same are contained herein.

Article 2. Limitations

The grant of easement under this Agreement is subject to the limitations set forth in this Article.

2.1 The Easement area may be used only for non-commercial recreational access, public trail use.

2.2 Soil, rock and vegetative resources may be removed, cut or otherwise disturbed only to the extent reasonably necessary to accommodate construction, maintenance and patrol of the Easement Area. When vegetative cover is removed, it shall be restored as soon as reasonably feasible by replanting with grasses or native species of trees, shrubs and plant materials, as needed to stabilize the Trail perimeter.

2.3 Prior to commencing initial construction along the Easement Area, Holder must (i) provide Owner with at least thirty (30) days notice; (ii) obtain legally binding waivers of mechanics liens from all persons furnishing labor or materials in connection with construction; (iii) obtain certificates evidencing liability insurance coverage with respect to Holder and all

persons entering the Easement Area for the purpose of construction; and (iv) obtain at Holder's cost and expense, all permits and approvals required for the construction.

2.4 Owner is not responsible for costs associated with construction and maintenance of improvements in the Easement Area except for improvements resulting from Owner exercising a reserved right. Holder must promptly pay as and when due all costs and expenses incurred in connection with construction and maintenance.

Article 3. Reserved Rights of Owner

Owner reserves the following rights:

3.1 Owner may enter the Easement Area by foot at any time except when construction and maintenance activities could present a danger.

3.2 Owner may cut trees or otherwise disturb resources only to the extent reasonably prudent to remove or mitigate against an unreasonable risk of harm to persons on or about the Easement Area; however, Owner do not assume any responsibility or liability to the general public for failing to do so.

Article 4. Miscellaneous

4.1 Holder or its successors or permitted assigns if any, shall indemnify and hold harmless Owner, its officers, employees, agents, servants, successors and assigns, regardless of any negligence on their part, from and against any and all loss, damage, claims, demands, actions or causes of action, suits at law or in equity, judgments, liability or expenses, including

attorneys' fees for damages for personal injury, including death, to any person whatsoever, and for damage to property of any person whatsoever, including loss or destruction thereof, arising out of any accident or occurrence, however caused, in or as a result of the exercise by Holder of the easement granted herein, except to the extent caused by the negligent or wrongful acts or omissions of Owner.

4.2. In the event either the Owner or Holder breach any covenant or agreement, or shall otherwise be in default under this Agreement, the non-breaching party shall be entitled to exercise any or all remedies available at law, in equity, including without limitation the right of specific performance, each such remedy being considered cumulative. No exercise of a remedy shall be deemed an election to forgo any other remedy and any failure to pursue a remedy shall not prevent, restrict or otherwise modify its subsequent exercise.

4.3 This Agreement is intended to be interpreted so as to convey to Owner and Holder all of the protections from liability provided by the Pennsylvania Recreation Use of Land and Water Act, 68 P.S. 477-1 et seq., as amended through the applicable date of reference, or any other applicable law that provides immunity or limitation of liability for owners or possessors who make property available to the public for recreational purposes. The Holder shall add the Owner to all of its insurance liability policies naming the Owner as an additional insured on its policies and shall further specify that Owner shall receive thirty (30) days prior written notice of any proposed cancellation, non-renewal or a material change in any such policy. Certified policy copies or certificates of all policies of insurance issued to Holder shall be provided to Owner.

4.4 This Easement is being issued to the Grantee, Lackawanna Heritage Valley Authority, a Pennsylvania Municipal Authority, exclusively for the Holder's use pursuant to the purposes of the Pennsylvania Recreation Use of Land and Water Act, 68 P.S. 477-1, et seq., as amended, and cannot be conveyed to any person, entity or third party without the written consent of the Owner.

4.5 Any amendment of this Agreement must be in writing, signed by Owner and Holder, and recorded in office of Recorder of Deeds of Lackawanna County, Pennsylvania.

4.6 The internal laws of the Commonwealth of Pennsylvania shall govern this Agreement.

4.7 If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain valid, binding and enforceable.

4.8 This instrument shall be binding on the heirs, executors, administrators, successors, and assigns of the Owner and Holder.

4.9 This is the entire agreement of Owner and Holder pertaining to the subject matter of this Agreement. The terms of this Agreement supersede in full all statements and writings between Owner, Holder and others pertaining to the transaction set forth in this Agreement.

4.10 This easement was either acquired with or donated as a match for funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department"). The source of the funds is Keystone Recreation, Park and Conservation Fund Act, the act of July 2, 1993 (P.L. 359, No. 50) (32 P.S. §2011 *et seq.*) This property, or any portion of it, may not be converted to purposes other than those authorized under the Act for property acquired with Department funds. No change of use and no transfer of ownership, control, or interest in this property may occur, and no encumbrance may be placed on this property, without the written consent of the Department or its successor. The restriction in this paragraph applies to both the surface and subsurface of the property. This restriction has the effect of a covenant running in perpetuity with the land and is binding upon the owner(s) of the property and upon all subsequent owners, successors, and assigns. This restriction is enforceable by the Department and its successors.

4.11 In the event the Lackawanna River Heritage Trail is permanently closed, as authorized by Resolution of the Holder or its authorized and permitted successors and assigns, then this Agreement shall be terminated by a Termination of Easement Agreement executed by Holder and notarized for filing in the Lackawanna County Recorder of Deeds Office.

IN WITNESS WHEREOF, Owner and Holder intending to legally bound, have caused
this Agreement to be duly executed the date and year first above written.

HOLDER:

Lackawanna Heritage Valley Authority

By: _____
Title: _____

OWNER:

City of Scranton

By: _____
Title: _____

Date: _____

COMMONWEALTH OF PENNSYLVANIA

:
: ss.

COUNTY OF LACKAWANNA

On this, the _____ day of _____, 2018, before me, the undersigned officer, personally appeared Dominic Keating, who acknowledged himself to be the Chairman of the Lackawanna Heritage Valley Authority, a municipal corporation, and that she as such, being authorized to do so, executed the foregoing instrument in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2018.

Notary Public

COMMONWEALTH OF PENNSYLVANIA

:
: ss.

COUNTY OF LACKAWANNA

On this, the _____ day of _____, 2018, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of the City of Scranton and that he as such, being authorized to do so, executed the foregoing instrument in the capacity therein stated and for the purposes therein contained.

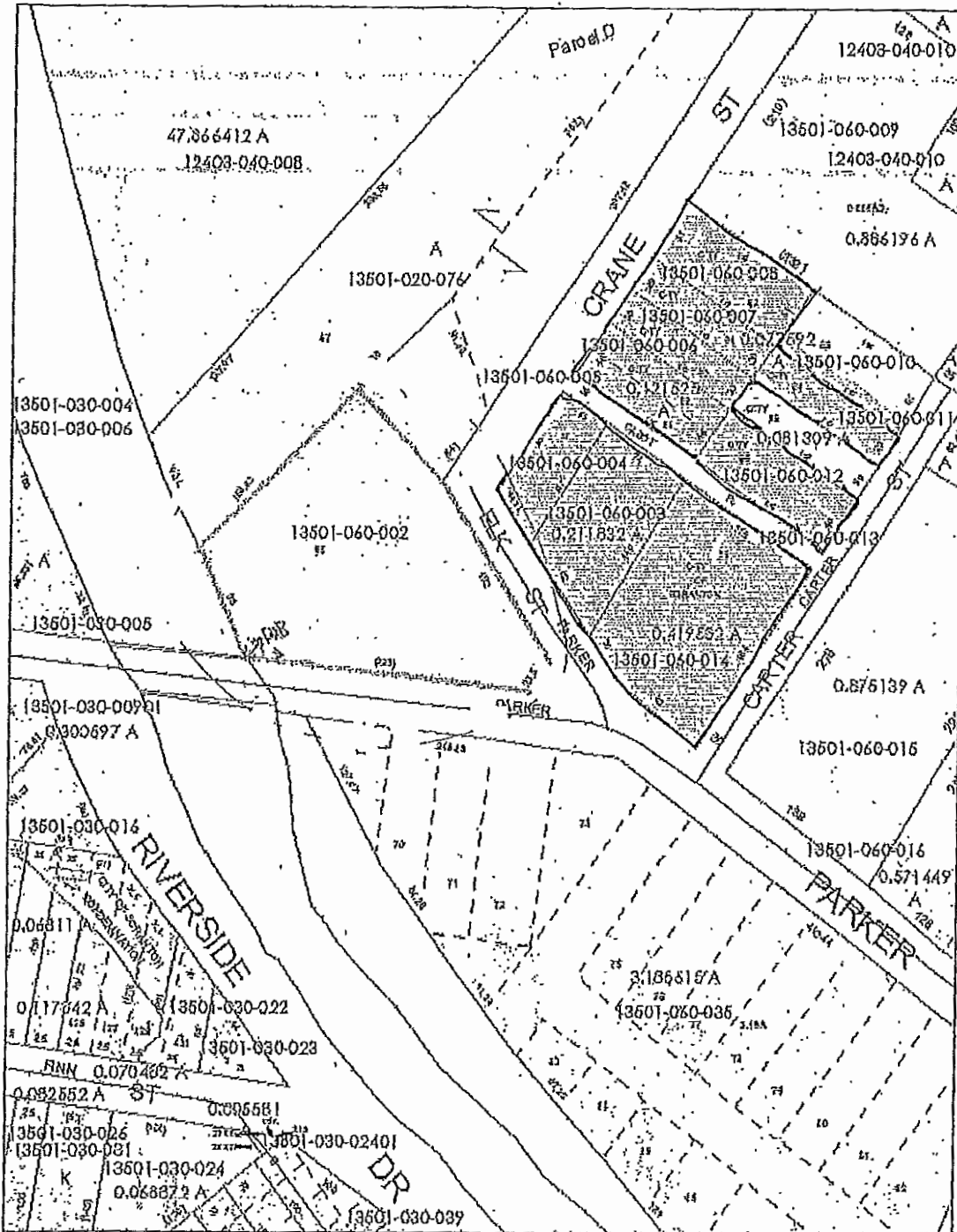
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2018.

Notary Public

EXHIBIT "A"

See Attached

Lackawanna County



Disclaimer:
The County of Lackawanna makes no representations or warranties, either expressed or implied, regarding the information contained on this map or its suitability for any particular purpose whatsoever. The map is sold and provided as is and the County of Lackawanna will not be liable for its use or misuse by any party.

Reference Scale: 1"=10'

Date: 11/8/2017

Created By: shacusec



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

August 29, 2018

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED

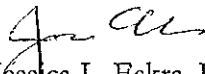
AUG 29 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A PERMANENT EASEMENT AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT BETWEEN THE CITY OF SCRANTON AND LACKAWANNA HERITAGE VALLEY AUTHORITY FOR REAL ESTATE OWNED BY THE CITY OF SCRANTON AS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH HIGHLAND ASSOCIATES TO PERFORM THE CITY OF SCRANTON MUNICIPAL BUILDING FACILITIES CONDITION ASSESSMENT.

WHEREAS, a request for Qualifications was advertised for the City of Scranton Municipal Building Facilities Condition Assessment only one (1) proposal was submitted for review; and

WHEREAS, after review of the request for proposal submitted it was determined that it would be in the best interest of the City to award the Contract to Highland Associates for the reasons provided in the attached Memorandum from the Business Administrator.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Highland Associates to perform the City of Scranton Municipal Building Facilities Condition Assessment.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

CONTRACT

This contract entered into this ____ day of _____ 2018 effective from _____ to _____ by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

HIGHLAND ASSOCIATES
102 HIGHLAND AVENUE
CLARKS SUMMIT, PA. 18411
PHONE NO. (570) 586-4334

hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in accordance with the terms and conditions hereinafter set forth and the Contractor is ready, willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties do agree and intend to be legally bound as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of performing the City of Scranton Municipal Building Facilities Condition Assessment. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

CITY OF SCRANTON MUNICIPAL BUILDING
FACILITIES CONDITION ASSESSMENT
PER THE ATTACHED BID PROPOSAL AND
SCRANTON'S BID SPECIFICATIONS

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Highland Associates dated July 16, 2018, attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

(1) In the performance of the work and services hereunder, the Contractor shall act solely as an independent contractor, and nothing contained or implied shall at any time be so construed as to create the relationship of employer and employee, partnership, principal/agent, or joint adventurer as between Scranton and the Contractor.

(2) Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights, or of any other rights hereunder.

ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Bid Proposal and Specifications attached hereto. Said Bid Proposal and Specifications are incorporated herein by reference as though set forth at length.

Scranton agrees to pay the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

ARTICLE IV - INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless Scranton from and against any and all claims and actions, based upon or arising out of damage to property or injuries to person or other acts caused or contributed to by Contractor or anyone acting under the Contractor's direction or control or on the Contractor's behalf in the course of the Contractor's performance under this contract.

ARTICLE V - INSURANCE

- (1) Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Workers' Compensation, Comprehensive General and Contractual Liability, and Professional Liability Insurance in the following amounts:

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$ 500,000.00
Professional Liability	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	\$ 1,000,000 each person \$ 1,000,000 each occurrence \$ 1,000,000 aggregate
Property Damage	\$ 500,000 each occurrence
Personal Injury	\$ 500,000
Comprehensive Automobile Liability:	
Bodily Injury	\$ 300,000 each person \$ 500,000 each occurrence
Property Damage	\$ 500,000 each occurrence

- (2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:

- (a) Name of insurance company, policy number, and expiration date;
- (b) The coverage required and the limits on each, including the amount of

-
- deductibles or self-insured retentions (which shall be for the account of the Contractor);
 - (c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;
 - (d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and
 - (e) A statement confirming that Scranton, its agents and employees, have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

ARTICLE VI: TERMINATION OF CONTRACT

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this Agreement, or in the event of misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement, Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In such an event, all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

ARTICLE VII: DEFAULT

In the event of a default by Contractor under this Agreement, the defaulting party then shall reimburse the non defaulting party for all costs and expenses incurred by the non defaulting party in connection with the default, including without limitation, court costs and attorneys fees at the trial level and on appeal.

ARTICLE VIII: JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all obligations hereunder are to be performed in Lackawanna County, Pennsylvania. Jurisdiction over the subject matter and performance of this Agreement is therefore vested in the Lackawanna County Court of Common Pleas.

ARTICLE IX - ENTIRE AGREEMENT

This contract constitutes the entire agreement between Scranton and Contractor. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and if it has been induced by no representations, statements, or agreements other than those expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract is entered into under and subject to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, approved March 7, 1901, its supplements and amendments, and the liability of the City of Scranton herein limited to the amount appropriated for the same and subject to the Section 6-13 of the Administrative Code of the City of Scranton which limits payments of money out of the City Treasury to appropriations made by the Council

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

BUSINESS ADMINISTRATOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

HIGHLAND ASSOCIATES

BY:

TITLE: _____

DATE: _____

BUSINESS ADMINISTRATION

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

August 3, 2018

Memo

To: William Courtright, Mayor
Jessica Eskra, Solicitor
Lori Reed, City Clerk
Pat Hinton, Department of Licenses and Permits

From: David Bulzoni, Business Administrator

Re: **City Hall Facilities Assessment - Architect/Engineering Services Recommendation**

All,

The City of Scranton received a single proposal on July 16, 2018 following the publication of a Request for Qualifications Proposal supporting the above project.

The following architectural/engineering firm submitted the qualification proposal:

1. Highland Associates, \$39,500

The above cost includes a maximum \$1,500 for expense reimbursement but does not include the optional \$7,500 charge to file a Historic Resource Redevelopment Report. I would opt to include that cost in the contract also, even though the final filing requirement may not be fulfilled if the project does not advance. This review may be considered the initial phase in what might be a comprehensive building improvement project. In order for the City to contemplate the scope of this project, a detailed cost assessment is required. I expect the final product will be similar in scope and effort comparable to the report prepared by the same firm for the City's fire facilities.

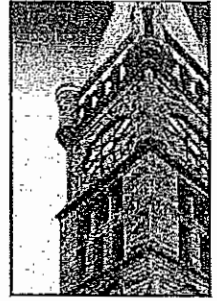
What may define the City's ability to move forward with the project is the ability to secure funding from the \$8.00 million RACP authorization. The authorization has an effective date of October 30, 2017. Under the proposed contract, Highland has also agreed to commit a credit of 50% of the assessment fee toward the subsequent design/engineering phase, if the city decides to proceed and Highland is selected for that project component. Certainly, the City is aware of the firm's credentials. The firm's effort with the fire house facility assessment was exemplary. An advantage of the Highland selection is the firm has the capability to complete much of the work in-house. The firm specializes in architecture, interior design, and engineering services. This ability would ensure project completion on a timely basis.

Based on the above information, the Office of the Business Administrator recommends the approval of the proposal submitted by Highland Associates and the subsequent contract with the firm.

ITEM #	COUNTY	MUNICIPALITY	ACT #	EFFECTIVE DATE	ACT'S PROJECT DESCRIPTION	ACT AMOUNT	RELEASE AMOUNT	REMAINING AMOUNT
8371	Lackawanna	South Abington Township	2013-085	11/1/2013	Acquisition, development, construction, infrastructure, design and other costs associated with a development project at Bible Baptist College	\$20,000,000		
8372	Lackawanna	South Abington Township	2013-085	11/1/2013	Construction, design, infrastructure improvements and other costs for the Jackson Hall renovations at Bible Baptist College	\$2,000,000		
8373	Lackawanna	Taylor Borough	2013-085	11/1/2013	Acquisition, construction, infrastructure and other costs related to Taylor redevelopment - Colliery/Feltsville project	\$5,000,000		
8374	Lackawanna	Taylor Borough	2013-085	11/1/2013	Acquisition, construction, infrastructure and other costs related to Taylor Borough Industrial redevelopment project	\$5,000,000	\$1,000,000	
8375	Lackawanna	West Milford Borough	2013-085	11/1/2013	Acquisition, construction, infrastructure and other costs related to development of aviation, industrial and commercial sites at or surrounding Allegheny County Airport	\$20,000,000		
9459	Lackawanna	Archbald Borough	2017-052	10/30/2017	Acquisition, construction, infrastructure, renovation, redevelopment and other related costs for the Casey Casa/Silverbrook Site Development Project	\$3,000,000		
9460	Lackawanna	City of Carbondale	2017-052	10/30/2017	Acquisition, construction, infrastructure, renovation, redevelopment and other related costs for an economic development project	\$3,500,000		
9461	Lackawanna	City of Carbondale	2017-052	10/30/2017	Construction, infrastructure improvements, acquisition, renovations, abatement and other related costs for a health care-related economic development project in the City of Carbondale	\$1,000,000		
9462	Lackawanna	City of Carbondale	2017-052	10/30/2017	Acquisition, construction, infrastructure, redevelopment, renovation, abatement of hazardous materials, machinery and equipment and other related costs for economic development projects governed by the Redevelopment Authority of the City of Carbondale	\$3,500,000		
9463	Lackawanna	City of Carbondale	2017-052	10/30/2017	Acquisition, construction, infrastructure, redevelopment, renovation, abatement of hazardous materials, machinery and equipment and other related costs for energy efficiency facility improvements for Carbondale Area High School	\$1,000,000		
9464	Lackawanna	City of Scranton	2017-052	10/30/2017	Construction, infrastructure improvements, abatement and other related costs for the rehabilitation of the Scranton Cultural Center	\$5,000,000		
9465	Lackawanna	City of Scranton	2017-052	10/30/2017	Acquisition, design, construction, infrastructure improvements, renovation and other related costs for University of Scranton Academic Facilities Improvement Project	\$12,500,000		
9466	Lackawanna	City of Scranton	2017-052	10/30/2017	Construction and other related costs for renovation of University of Scranton athletic facilities	\$10,000,000		
9467	Lackawanna	City of Scranton	2017-052	10/30/2017	Acquisition, construction, infrastructure, renovation, redevelopment and other related costs for an economic development project on Jefferson Avenue	\$4,000,000		
9468	Lackawanna	City of Scranton	2017-052	10/30/2017	Acquisition, construction, infrastructure, renovation, redevelopment and other related costs for the preservation of City Hall	\$8,000,000		

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

July 16, 2018

Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton, Pa. 18503

Dear Mr. Bulzoni,

This is to inform you that proposals were opened at 10:00 A.M. Monday, July 16, 2018 in Council Chambers for the **City of Scranton Municipal Building Facilities Condition Assessment** Attached are the copies of the proposals submitted by the following company:

Highland Associates

After your review of the proposals, please inform the Law Office of your decision so they may call for a contract or reject said bid.

Thank you for your cooperation in this matter.

Sincerely,

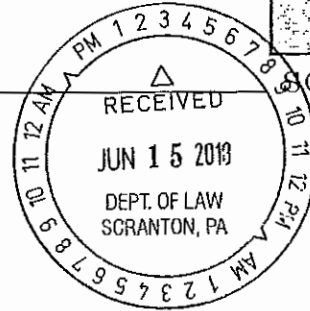
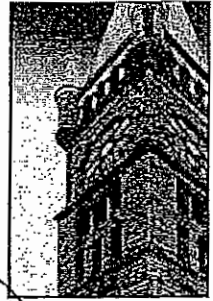
Julie Reed,
Purchasing Clerk

Encls.

CC: Mrs. Roseann Novembrino, City Controller
Mr. David Bulzoni, Business Administrator
Mrs. Lori Reed, City Clerk
Mrs. Jessica Boyles Eskra, City Solicitor
File

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



June 13, 2018

Mr. David Bulzoni
Business Administrator
City of Scranton
Municipal Building
Scranton Pa, 18503

Dear Mr. Bulzoni,

This is to inform you that proposals will be opened in City Council Chambers on Monday, July 16, 2018 at 10:00 A.M. for the following:

**City of Scranton
Municipal Building Facilities Condition Assessment**

Attached, please find RFP and Specifications. Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

CC: Mayor William Courtright
Mr. David Bulzoni, Business Administrator
Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Mrs. Rebecca McMullen, Financial Manager
Mrs. Jessica Eskra, City Solicitor
File

REQUEST FOR QUALIFICATIONS

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until 10:00 a.m. July 16, 2018, at which time such proposals will be opened in the City Council Chambers for the following:

CITY OF SCRANTON

MUNICIPAL BUILDING FACILITIES CONDITION ASSESSMENT

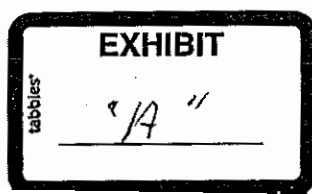
All proposals shall be in accordance with the Request for Qualifications (RFQ) specifications which are now available and can be picked up at the Office of the Bureau of Purchasing, 4th Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503.

Sealed envelopes containing the proposals will be received and identified by "City of Scranton Municipal Building Facilities Condition Assessment". The envelopes should be delivered or mailed to the Office of the City Controller, at the address listed above, so as to arrive by the date and time specified above. The City of Scranton will require Six (6) copies of this proposal as noted in this Request for Proposal.

If you have any questions, please contact David M. Bulzoni, Business Administrator, as noted in the Request for Proposal.

David M. Bulzoni

Business Administrator



CITY OF SCRANTON

REQUEST FOR QUALIFICATIONS (RFQ)

MUNICIPAL BUILDING FACILITIES CONDITION ASSESSMENT

GENERAL INSTRUCTIONS

DUE: July 16, 2018 at 10: 00 A.M.

The City of Scranton (the “City”) invites interested consultants to submit proposals for a municipal building facility condition assessment. This assessment shall entail a comprehensive inspection of the facility referred to as “City Hall” located at 340 North Washington Avenue, Scranton, Pennsylvania, 10503. The inspection shall include all building system components for evidence of movement, deterioration, structural failure, probable useful life, need for repair and maintenance, need for replacement and associated replacement costs. A masonry assessment was completed in 2016 and is included in this request for review as Exhibit “A”.

The intent of this request for qualifications is to retain a firm/consultant to develop several options in a Comprehensive Municipal Building Facility Plan that will guide the officials of the City of Scranton in determining the necessity for improvements.

The City is accepting proposals from only qualified professional consulting firms to provide this Facility Condition Assessment. The award of the Consulting Services Agreement shall be determined by the City of Scranton. The City of Scranton may cancel this Request for Proposal, or may reject in whole or in part any and all responses if the City of Scranton determines that cancellation or rejection is in its best interest. This RFQ does not commit the City of Scranton to award a contract, pay any cost incurred in the preparation of any response to this RFQ, or to procure or contract for services. The City of Scranton intends to award a contract on the basis of the best interest, advantage, and value to the City. The City of Scranton may negotiate with all qualified respondents as the City deems fit.

Responses to this Request for Proposal shall be submitted to the City of Scranton, Office of the City Controller, at the date and time noted above. All proposals must be clearly marked

RFP – CITY OF SCRANTON MUNICIPAL BUILDING FACILITIES CONDITION ASSESSMENT

Polices

- a. All submittals shall become the property of the City of Scranton and will not be returned.
- b. Deadline extensions will not be granted.
- c. Late submittals shall not be evaluated.
- d. The City of Scranton reserves the right to reject any or all submittals on the basis of being unresponsive to these guidelines or for failure to disclose requested information.

- e. The City of Scranton shall not be liable for any costs incurred by Respondents in the preparation of submittals nor in costs related to any element of the selection and contract negotiation process.
- f. To the extent allowed by law, responses will be held in confidence by the City of Scranton
- g. The proposal shall be binding for a period of ninety (90) days.
- h. Proposals not properly addressed shall not be accepted.
- i. The City of Scranton assumes no responsibility for improperly delivered proposals, carrier delays, or interruptions in the delivery service causing the proposal to be submitted following the deadline.
- j. Any proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by the Business Office at the above address prior to the date and time of receipt of proposals. The request must be made formally in writing or electronically by email. No oral, telephonic, emailed, or faxed responses shall be considered. Any responses received after the above scheduled due date and time shall not be accepted or considered.

1. AVAILABILITY OF FUNDS

Any subsequent contract award associated with this Request for Proposal is contingent upon the availability of funds for the Project. If funds are not available, any agreement resulting from this Request for Proposal shall become void and of no force and effect.

2. AGREEMENT

The City of Scranton shall, upon mutually agreeable and acceptable terms and conditions with the successful responder/consultant, enter into a formal agreement for an agreed upon fee and period of time. The City reserves the right, subject to mutual agreement with the successful responder/consultant, to extend the terms of this agreement, at the proposed rate, and for an agreed upon period of time.

3. CANCELLATION OF AGREEMENT

The City of Scranton reserves the right to cancel any contract/agreement, at any time, with sixty (60) days prior written notice to the consultant, should any of the following conditions exist:

- a. Funds are not appropriated by the City for continuance of this agreement;
- b. The City, through changes in its requirements, method of operation, or program operation no longer has a need for the service.

4. AWARDING THE SERVICES

The services shall be awarded to the consultant whose qualifications are deemed to best provide the best value for the services desired, taking into account the requirements, terms and conditions contained in the request for proposals and the criteria for evaluating proposals.

SUBMISSION OF QUESTIONS

Questions relating to this request for proposals must be submitted in writing to the following:

City of Scranton
Office of Business Administration
340 North Washington Avenue
Scranton, PA 18503
Attn.: David M. Bulzoni, Business Administrator
Phone: 570-348-4214
Email: dbulzoni@scrantonpa.gov

To ensure consistent interpretation of certain items, answers to questions the City deems to be in the interest of all will be made available to all other respondents.

SCOPE OF SERVICES

The scope of the consulting services shall include the following: A facility evaluation by inspection from the firm's staff including architects, engineers, and consultants in order to determine the condition of the City of Scranton Municipal Building, with regard to code compliance, deferred maintenance, potential hazards, and compliance with depreciation/replacement, schedules for roofs/windows, heating systems, lighting improvements, ADA and other facility issues. The evaluation must be conducted by a licensed architect/engineer.

A. Facilities Evaluation

An analysis of the building shall be required in order to evaluate the current physical condition.

1. Meet with Director of Licenses and Permits, Facilities Manager, City Engineer, and other appropriate personnel, or designees. Compile information received pertaining to issues relating to the preservation and improvement of the facilities.
2. Collect data from the facility maintenance staff to determine areas needing attention for safety and IAO.
3. Evaluate the existing construction, structural and mechanical/electrical systems with an analysis of such problems that might exist in the buildings that shall require long or short-term attention.
4. Review buildings for handicap accessibility conformance.
5. Evaluate all major building systems and provide a rating scale based on overall integrity, probable useful life and replacement needs. Facility systems and equipment shall be rated using evaluation criteria that includes present overall condition, age, effectiveness, efficiency, safety, code compliance as per year constructed, spare capacity, and availability of spare parts.
6. Meet with Director of Licenses and Permits, Facilities Manager, City Engineer, and appropriate personnel or designees to determine future facility modifications including potential additions and upgrades and/or new construction.
7. Develop capital budgets for each recommendation. These budgets must be reported in a manner so the decision-makers can consider priorities and potential phasing.
8. Present draft reports to the City and submit a final Multi-Year Capital Plan Report and Building Systems Rating Report at a date to be determined.

B. Facilities Condition Assessment

The format for the Facilities Condition Assessment is to include the following:

- Area of work
- Project description
- Resources to accomplish work
- Schedule for project
- Cost of project
- Written condition analysis

This report shall identify ongoing maintenance policies and procedures, which could be adjusted and implemented to avoid or reduce current or future capital costs. The written report shall also present a facility study of the physical condition and cost of repairs and code compliance, along with prioritization of any needed repairs. Any scheduled replacement of large cost items including roofs, etc. over the next 10-year period should be part of this as well. The plan should include an executive summary, architectural renderings, maps and/or other supportive documentation as well as attendance at meetings and hearings which may be conducted related to the Report. A building condition survey may be used to summarize the condition report of the facility.

C. Building System Rating Report

Major building systems to include ratings and other pertinent information in the following categories (as applicable):

Building Statistics Adequacy of Space-including age, gross square footage, number of floors and occupants;

Site Utilities- including water, site sanitary, site gas, site fuel oil, site storm drainage, site electrical, including exterior distribution;

Site Features- including pavement (roadways and parking lots), sidewalks, and equipment storage;

Foundation Substructure- including foundation, basement, and water proofing;

Building Envelope- including structural floor/roof, exterior walls/columns, parapets, exterior doors, exterior steps, stair, and ramps, windows, roof system and skylights, structural masonry, entrances/exits, woodwork;

Interior Spaces- including interior bearing walls and other walls, floor finishes, ceilings, lockers, interior doors and stairs, counters, cabinets, and kitchens, furniture, living quarters, and equipment storage;

Plumbing-including water distribution systems, drainage systems, plumbing fixtures, hot water heaters, shower facilities, sump pumps, and filter systems;

System- Sub-System Site-including paving;

HVAC-including heating systems, air conditioning systems, ventilation systems, special exhaust systems, including vehicle exhaust;

Electrical- including panels and distribution, interior electrical devices and lighting fixtures, technology requirements, cabling;

Roofing- Roofing/Roof Drainage Systems;

QUALIFICATION REQUIREMENTS AND FORMAT

The following material shall be included in all responses and received by the date and time noted above in order for any firm to be considered:

- a. Title Page showing that the proposal submitted is for facilities condition assessment services.
- b. The firm's name, contact person information and date of response.
- c. Table of Contents
- d. Information described in the following:

Technical Proposal Section

Section I: Company Profile

This section should state the size of the firm, license number, the type of firm, the firm's background, and the location and/or office from which the work on this project shall be performed.

Section II: Experience

The response should include details of experience with facility analysis for municipal facilities. In addition, interested firms must have at least five years of experience performing such surveys.

Section III: References

Include a list of references and contact information in the response. This list should include past and present clients as outlined in Experience above, including contact information.

Section IV: Specific Approach, Sample Reports and Management Plan

Provide details regarding your approach to completing a Facilities Condition Assessment. Include sample reports of a Facilities Condition Assessment. This report shall also reference the recommendation of past history of successful receipt of grants and utility rebates as part of system replacement or upgrades. Include current funding source availabilities for financial grants and rebates from utility companies, State and Federal Government agencies. Include a management plan with qualifications of the staff you propose for this project along with resumes of the key personnel who would be assigned to this project as well as any consultants, engineers, etc. to be used.

Section V: Other Information

Include a detailed cost proposal.

Additional Information

Include in this section any additional information you wish to provide to the City of Scranton relevant to the analysis. Please be advised that the person(s) signing a formal response must be authorized by your organization to contractually bind the firm with regard to prices and related contractual obligations for the delivery terms. Include the following:

Company Name

Authorized Signature

Title

Printed Name

Phone, Fax, Email, Website Address

The respondent must consider ASTM E2270-14 Standard Practice for Periodic Inspection of Buildings for Unsafe Conditions the second is ASTM E2841 Standard Guide for Conducting Inspections of Building Facades for Unsafe Conditions.

ASTM E2270 is the standard used for routine façade inspections. Also, for reference, ASTM 2841 must be used as a guide. Since the municipal building is included in the National Register of Historic Places, the following criteria must be considered:

National / Regional Historic Register Requirements:

- Secretary of the Interior's Standard
- National Park Service
- Pennsylvania SHPO
- City's Architectural Heritage Commission
- City of Scranton Historical Architectural Review Board (HARB)
- Pennsylvania Historical and Museum Commission
- Secretary of the Interior's Standards for Rehabilitation

SELECTION PROCESS

The City shall select the successful respondent to provide the requested services following a thorough review of the proposals. Should the City elect to purchase the consultant services detailed in this request it will then enter into a contract/agreement with the most responsible respondent whose proposal is determined to be in the best interest of the City. Responses to this Request for Proposal will be reviewed against the criteria contained herein, and award of the contract/agreement shall be made in accordance with standard City purchasing procedures. The City of Scranton reserves the right to reject any or all responses or parts thereof for any reason, to negotiate changes to proposed terms and to waive minor inconsistencies with the Request for Proposal. The City further reserves the right to make a selection on the basis of an interview process, qualifications, experience in providing similar services elsewhere, overall responsiveness to the requirements of this Request; and to negotiate an contract/agreement with the Consultant. The final selection may not be the lowest cost proposal but that which most closely meets the requirements of the City.

GENERAL CONDITIONS

A. No verbal information to bidders will be binding on the City. The written requirements will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the Request for Qualifications will be made in the form of a written communication emailed to all prospective proposers. Prospective proposers must provide an email address. The communications shall then be considered part of the Request for Qualifications.

B. Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the request.

C. The City of Scranton reserves the right to reject any and all proposals submitted and to request additional information from any Proposer. The City of Scranton reserves the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Scranton. The City may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the City may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. Proposals may be rejected and negotiations terminated by the City. The award will be based on the offers submitted, as well as any and all

negotiations, conducted. The City further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the City.

D. The award will be made to that responsive and responsible proposer whose proposal, conforming to requirements of the request, will be most advantageous to the City, price and other factors considered. The award may or may not be made to the firm with the lowest cost. The City seeks the highest value for services rendered at the most favorable cost.

E. The City shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the Request for Qualifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the Proposer. Any such adjustments in price shall be made in writing.

F. After notice from the City, the selected proposer will be required to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer, then the City reserves the right to retract the Notice of Award and enter into a contract with another proposer.

G. Proposals must be in typewritten form. Unsigned proposals will not be accepted. Proposers are expected to examine the content of the request and respond accordingly. Failure to do so will be at the Proposer's risk.

H. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or who had failed to faithfully perform any previous contract with the City.

I. Unless otherwise specified, all formal proposals submitted shall be binding for ninety (90) calendar days following the bid opening date and may be extended at the agreement of both parties.

J. The City of Scranton Business Administrator, or designee, has the sole responsibility to respond to inquiries regarding the Request for Qualifications.

K. Compliance with the laws--The firm selected shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the performance of the contract.

L. Contractor Compliance-- If applicable, each respondent is required to be in compliance with the City of Scranton local tax requirements.

M. Contract Termination-- A contract may be canceled by the City by giving the respondent written notice of intent to cancel.

N. Controlling Law--This Request for Qualifications is governed by, and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.

O. Proposal Insurance Requirements--By submitting a Proposal, the proposer agrees that it now carries or will carry throughout the term of any Contract generated as a result of this Request for Qualifications, at a minimum, the following types and amounts of insurance:

Workers' Compensation	Statutory
Employer's Liability	\$500,000
Professional Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
Personal Injury	\$500,000
Comprehensive Automobile Liability	
Bodily Injury	\$300,000 each person \$500,000 each occurrence
Property Damage	\$500,000 each occurrence

Certificates of Insurance shall be furnished to the City of Scranton upon request.

P. Bidder's Ethics and Collusion

Collusive Bidding: Any firm that submits more than one proposal in such a manner as to make it appear that one of the proposals submitted is competitive with that of a different proposer, or any two or more firms that agree to fix their respective proposals in such a manner as to be awarded the contract shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Bribery: Any firm that attempts to influence a City official to award this contract to such proposer's firm by promising to provide or by providing to such City official any gratuity, entertainment, commission or any other gift, in exchange for a promise to award the contract to such firm shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Conflict of Interest: Any firm that knows of any City official having a material direct or indirect financial interest in such proposer's firm shall be required to submit a written statement, along with the Form of Qualifications Proposal, detailing such interest. Failure to disclose a known such financial interest shall result in the firm's disqualification from further consideration of award of this contract.

Q. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

R. Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 et. seq., a record in the possession of the City is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception. Any contract dealing with the receipt or disbursement of funds by the City or the City's acquisition, use or disposal of services, supplies,

materials, equipment or property is subject to disclosure under the law. The following are not subject to disclosure under an exception in the law:

1. A proposal pertaining to the City's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all bids.
2. Financial information of a bidder or proposer requested in an invitation to bid or request for proposals to demonstrate the bidder's or related to a proposer's economic capability.

S. Transfers and Assignments--Consultant shall not, without written consent of the City, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render this agreement null and void. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against bidder or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against the respondent, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

Conditions relevant to evaluation will include:

1. The experience of the proposer in historic structure evaluation;
2. The resources, diversification, and ability of the proposer to complete the work requested in a timely and professional manner;
3. The concise presentation of the proposal including targeted content; and
4. The projected overall cost to the City of Scranton.

PROPOSAL REQUIREMENTS

Proposals must meet the identified criteria and format. Consideration will be based on compliance with those requirements. All other information considered relevant by the proposer will be included as addenda information to the proposal.

A. STATEMENT OF SERVICES RENDERED

The proposer will identify and respond to the scope of services

B. MANAGEMENT SUMMARY

Provide a narrative description of the proposed effort and a list of services delivered by the proposer.

C. ACTION PLAN

Describe in narrative form a proposed plan of action for accomplishing the objectives of the Project. A time- line for implementation, the reaching of each milestone of the project, and completion must be provided. The City plans to implement the project as quickly as possible, and to have the entire project completed by the late fall of 2018. The City retains the right to negotiate the timing of the project's implementation and completion, as well as the right to reject any Proposal containing a timeline not in conformity with the City's proposed implementation and completion dates.

D. EXPERIENCE

Include examples of experience as an engineer and architect for historic building evaluation and restoration projects. The documentation of experience should include primary and secondary services, if applicable, and any pertinent experience of the support staff. References related to prior activities should be listed in the addenda section, including contact information.

E. PERSONNEL

Include the names of executive and professional personnel who will be assigned to the activities of the Project, including support staff. Brief resumes for those assigned directly to the activities of this project may be included in the addenda section.

F. COST AND PRICE PROPOSAL

Payment for Services under this Project shall be on a not-to-exceed fixed fee basis. If applicable, the Proposal shall include a Cost Proposal which shall identify a schedule of proposed hourly billing rates for all members of the Consulting Team, as well as a total not-to-exceed fee for all of the services required to complete this Project. If applicable, the Proposal shall include a detailed spreadsheet showing the hours, labor costs, expenses and total cost for each task in the Project. The Cost Proposal shall include a not-to-exceed budget for reimbursable expenses, including, but not limited to mileage and document reproduction. The Cost Proposal shall also estimate all potential fees associated with obtaining all permits required to complete the Project in accordance with applicable laws. Expenses for telephone, facsimile and computer charges will not be allowed. If the Proposer anticipates additional services not addressed in the Request for Qualifications which, in its opinion, will be required to complete the Project, such additional services shall be noted, with a general explanation, a brief justification for the services, and a corresponding proposal for the same. Unless otherwise approved in writing by the City's Business Administrator, the proposer selected shall not be entitled to any payment from the City in excess of the not-to-exceed fee provided.

G. RELATIONSHIPS

The proposal must identify any relationships of the firm and its principals and assigned employees with any official of the City of Scranton.

H. AFFIDAVITS

The following affidavits are required by the City of Scranton:

- Affirmative Action Certificate
- Certificate of Non-Segregated Facilities
- Non-Collusion Affidavit
- Act 44 Disclosure Form Affidavit

CONTRACT

The party selected for legal services will execute the City of Scranton's standard professional services contract. All Proposals submitted to the City of Scranton shall include the following:

1. A certificate of insurance of the prospective bidder's insurance coverage. All insurance coverages must be kept in effect during the contract period. The loss of insurance coverages could result in voiding of the contract.
2. A statement of assurance that the prospective bidder is not currently in violation of any regulatory rules and regulations that may have any impact on its operation.
3. A statement that the prospective bidder is not involved in any current litigation with the City.

Attachment A.

Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of Recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such a factor shall be considered in mitigation in determining appropriate sanction
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.
- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not

possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

(8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

(Name of Bidder)

BY: _____

TITLE: _____

Attachment B.

Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

DATE: _____

(Name of Bidder)

BY: _____

TITLE: _____

Attachment C.

Non-Collusion Affidavit of Prime Bidder

STATE OF _____
COUNTY OF _____

_____, being
first duly sworn, deposes and says that:

1. He is _____
(Owner, partner, officer, representative or agent)

Of _____, the Bidder that has submitted
the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____
_____, 20_____

(TITLE)

MY COMMISSION EXPIRES _____
_____, 20_____

Attachment D.

Disclosures by Current Contractors

1. Provide the names and titles of all individuals providing professional services to the City of including advisors and subcontractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
 - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position;
 - List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration.
2. Since January 1, 2011, have any of the individuals identified in paragraph one above been employed by the City of Scranton. If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment.
3. Since January 1, 2011, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton.
4. Since January 1, 2011 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made.
5. Since January 1, 2011, has the contractor made any Contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution.
6. Does the Contractor have a direct financial, commercial, or business relationships with any individual on the List of Municipal Officials. With regard to every municipal official for which the answer is yes, identify that individual and provide a detailed written description of that relationship.
7. Since January 1, 2011, has the Contractor conferred any gift of more than nominal value to any individual on the List of Municipal Officials. A gift includes money, services, loans, travel, and entertainment, at value or discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the gift, and the date it was conferred.

8. Did the Contractor make political contributions the meet all of the following four criteria: (i) The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution.
9. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.
10. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph one must participate in completing this form and must sign the verification statement below.

VERIFICATION

I, _____, hereby state that I am _____

for _____, and am authorized to make this verification.

I verify that the facts set forth in the foregoing Act 44 Disclosure Form for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

Signed: _____

Date: _____

EXHIBIT “A” _____ MASONRY ASSESSMENT



7255 Old Berwick Road
Bloomsburg, PA 17815

(570) 752-2507 • FAX (570) 752-7413
masonrypreservation.com

June 23, 2016

City of Scranton Maintenance Dept.
340 North Washington Avenue
Scranton, PA 18503

ATTENTION: Pat Hinton

SUBJECT: Task 1 Masonry Assessment - Executive Summary
Scranton City Hall
Scranton, PA
MPS Project No.: 201603

Masonry Preservation Services, Inc. (MPS) has completed the masonry assessment as outlined in our Proposal. We provided this Executive Summary for a snapshot of the project and the detailed assessment report provides further discussion. Our focus was on the original historic building, no adjacent or connecting buildings were included. Overall the masonry was in marginal condition for its age at most areas, with certain assemblies in very poor condition. The building has reached the age where a comprehensive and preservation level repair plan is required to correct the building deterioration observed to ensure another century of service. A randomized short-term repair package will not serve this landmark historic structure any longer. We have recently completed similar repairs to address similar conditions at the Albright Memorial Library just up the street and would be happy to discuss and show you that work.

EXECUTIVE SUMMARY

The Problem: The building faces masonry deterioration and failure to various extents, along with water penetration at many areas. Most concerning, early stages of sandstone displacement and deterioration was observed at the towers and other areas. Deteriorated mortar joints are a problem that will persist until corrected, adversely affecting the overall masonry condition. Continued water infiltration jeopardizes the integrity of the exterior wall.

The Cause: The deteriorated masonry, inadequate/non-existent flashing, gutter failure, open mortar joints, failed sealant joints are allowing excessive amounts of water into the exterior wall assembly. A variety of other issues with the building envelope are also contributing to the life cycle decline of the building. Mortar joints have eroded, weathered, and cracked due to life cycle decline and are no longer able to sufficiently resist bulk rain water. The wall assemblies at certain areas then become saturated and susceptible to freeze-thaw damage. Past repair efforts completed at the building have not addressed the root causes of the exterior wall problems and therefore the masonry has remained saturated and continues to deteriorate.



Course of Action: Due to the lack of preservation level effort and expenditure on the masonry building envelope in recent history, the structure is now behind and will require persistence to get ahead of the masonry deterioration curve. The intent of a preservation plan is to provide a long-term repair approach that addresses the underlying causes of deterioration and corrects the damage already sustained. A course of action is included within the report.

Repairs and Cost: As related to our Preservation Plan and recommendations, we have provided budget cost ranges in the following table for the masonry façade work. Based on the time of execution, phasing combinations, material options, and other factors, budget pricing can be further refined. On a restoration project such as this and the nature of the work, we recommend allocation of a 10-15% contingency for unforeseen items and varying extents of repair areas.

There are several preparatory items that need to be completed prior to Phase 1. We suggest the implementation of Phase 1 as a Pilot Phase, which has many proven benefits: prove the efficacy of properly executed masonry restoration techniques so that procedures and the building can be reviewed prior to a full scale restoration; certain unknown conditions can be reviewed and resolved and appropriate repair detailing can be explored and implemented; complete material testing and other preliminary work; various mock-ups and trials can be tested to determine the most effective cleaning agents, patching material, stone, etc.; refine overall budget pricing for future phases to provide more accuracy; limit the potential for change orders; and build project momentum without being overcommitted. In addition, the Pilot Phase work is completed work for which that area will be done and represent the first phase of the preservation project.

The repairs outlined are not elaborate or excessive in scope, but are comprised of the implementation of fundamental and sound repair procedures. We understand the effort and cost associated with repair scopes such as this. Our opinion is that the value and benefit of performing work with skilled craftsman and quality material under a guided plan provides the best long-term value with regard to funds expended by maximizing the service life of the building. We have made efforts to prioritize repairs in a practical and cost effective manner. We have provided a comprehensive long-term repair plan that will address the deficient issues at the building and extend the building service life significantly. Refer to Appendix B for the phasing plan.

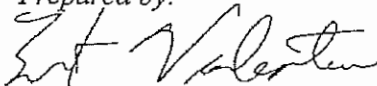
Phase	Title	Budget Range Low	Budget Range High
Immediate	Discuss long-term expectations and overall Preservation Plan		
Preparation	Address pigeon issues and complete Additional Review		
1	South tower & chimneys - Pilot Phase	\$300,000	\$370,000
2	North tower	\$410,000	\$500,000
3	Northwest elevation	\$190,000	\$230,000
4	West tower	\$270,000	\$330,000
5	Northeast elevation	\$350,000	\$440,000
6	East tower	\$400,000	\$490,000
7	Southeast elevation	\$180,000	\$220,000
8	Southwest elevation	\$370,000	\$460,000
	Sub-totals	\$2,430,000	\$3,000,000



With a historic project such as this, we have outlined cost ranges to initially proceed with Phase 1 and then review the project after its completion and refine scopes and cost for the remaining phases. This approach proves to be most effective for all parties and results in the best quality preservation project for the building. Please note that the cost of additional items to be reviewed are not included.

We should discuss this report with you to promote understanding and answer your questions. We understand it is a costly and complex project, which is worth review.

Prepared by:



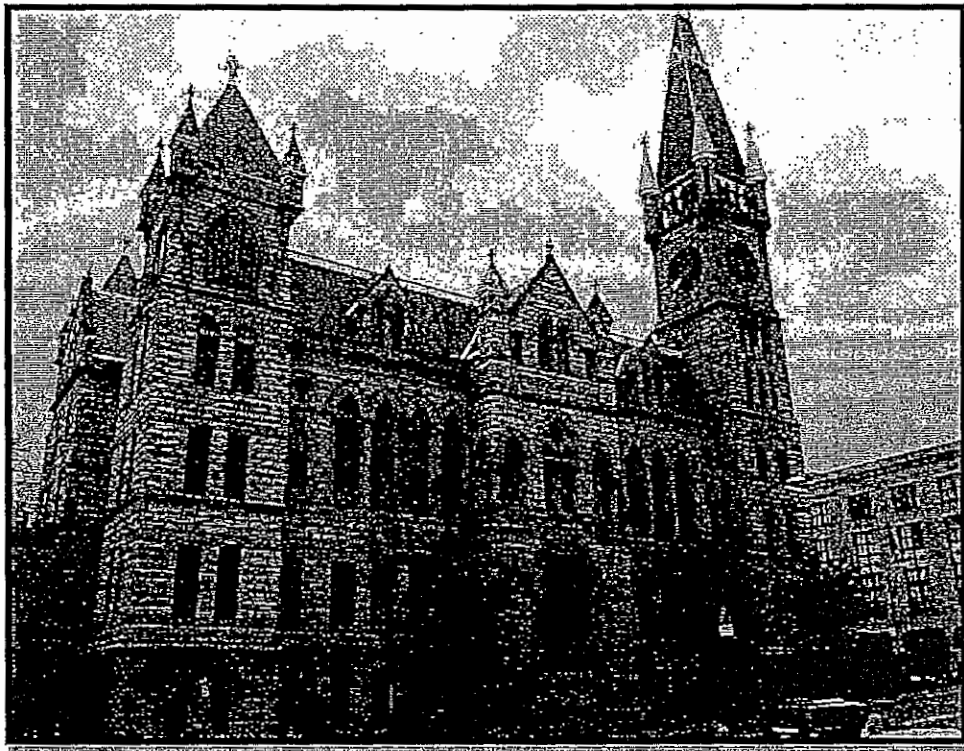
Erik R. Valentino
Vice President





Scranton City Hall
Scranton, PA
Task 1: Masonry Assessment

JUNE 23, 2016
MPS Job No.: 201603



Prepared for:
Pat Hinton
City of Scranton
340 North Washington Avenue
Scranton, PA 18503

Prepared by:
Masonry Preservation Services, Inc.
7255 Old Berwick Road
Bloomsburg, PA 17815



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APPENDICES

APPENDIX A: Photographs

APPENDIX B: Drawings

SK-1: Building Overview

SK-2: Water Infiltration Locations

SK-3: Preservation Phasing Plan



1.0 PROJECT BACKGROUND

MPS met with Paul O'Hora from the City of Scranton to review the building and discuss the project on several occasions. The beautiful, historic masonry building was constructed circa 1888 of sandstone and underwent interior renovations in the 1970s. There is a prominent clock tower at the north corner along with lesser towers at each of the other three corners of the building. The building is experiencing water infiltration to varying extents and the objective for the assessment is to reduce the leaks as well as address the façade deterioration.

A variety of masonry deterioration exists at the building, particularly on the towers. We understand concern regarding the existing deterioration has increased and the need to implement proper long-term repairs to preserve the building for the future is now warranted. MPS provided a proposal to assess the masonry and provide direction for a corrective course of action. The proposal was accepted, forming the basis for this report.

The development of an overall process to repair the building and limit deterioration is critical to the long-term performance of the building. Proper masonry preservation requires a comprehensive understanding of the existing conditions and a guided plan for future repairs that are proactive long-term approaches. When masonry deterioration develops, as observed at the building, a combination of factors has led to the observable and concealed deficiencies. In turn, these deficiencies lead to leaks and water infiltration. Water infiltration then accelerates the deterioration of the masonry assemblies, and the detrimental cycle continues. If the deterioration is detected, understood, and corrected early; the problems may be reversible and require a lesser scope (and budget) to implement restoration. The importance of evaluating and understanding the root cause of the deterioration, before attempting short-term quick-fix repairs, is paramount. Proper repairs with the intention of long-term performance will be more cost-effective over the life of the building.

2.0 SCOPE OF WORK

The purpose of this masonry evaluation was to assess the overall condition of the masonry to determine the extent and scope of repairs required and to understand the next logical steps in the repair process. We performed the following scope of work at the above referenced project:

2.1 Document Review & References

We requested all relevant historical information, drawings, reports, repair history, leak logs, etc. We understand very limited information is available. We were provided with and reviewed the following from Don King of the City of Scranton:

- Limited renovation drawings completed by Bellante Clauss Miller and Partners dated 1977. No original or other drawings were available for review.



2.2 Observations

We completed visual observations of existing conditions of the building envelope from grade, interior, and roof areas. We also performed limited detailed inspection (tactile contact) of the walls at numerous areas of the façade that were accessible. Exploratory observation probes were not completed during this evaluation process. Note that we were unable to access above the open level of the main tower due to live pigeons and excessive hazardous pigeon excrement.

2.3 Report

We have provided this written evaluation report to summarize the results of our observations, provide a photographic survey, and to provide long-term recommendations for repairs. Two copies of this final report are provided, along with an electronic portable document format (pdf) copy for additional reproductions.

3.0 **OBSERVATIONS & DISCUSSION**

Telescopic viewing and photographic equipment were utilized to perform and document our observations. Photographs and drawings with descriptive information may be viewed in Appendix A: Photographs & Appendix B: Drawings. The following is a summary of our observations:

3.1 Unsafe Conditions

Conditions that could potentially develop into unsafe conditions were observed. With the lack of ongoing maintenance and repairs, those areas will not improve.

3.2 Water Infiltration

MPS walked through the building interior and discussed water infiltration with Paul O'Hara during our site visits. There were a few persistent leak locations reported to us. Deteriorated plaster due to water infiltration was noted at several areas. Refer to Appendix B: SK-2 for water infiltration.

3.3 Maintenance & Repairs

It is our understanding that minimal masonry repair and maintenance work was completed from 1888 until the 1970s during the renovations, where façade repairs were very limited. There was a minimal amount of repair documentation available for review. A variety of short-term repairs were observed which have had minimal impact on extending the service life of the building. No other significant repairs or building evaluations were reported to us.



3.4 Stone

The masonry at the historic building consisted of mass masonry walls constructed of multiwythe brick and stone backup, with sandstone exterior. There appeared to be two different types of sandstone, the first being the primary ashlar or wall field stone and the second used for the carved and decorative elements of the façade. It was noted that the decorative sandstone was generally in far worse condition than the ashlar stone, with erosion, spalling, and deterioration observed. RILEM absorption or other material testing was not completed at the sandstone during this initial work, which would help determine absorption rates for sandstone and provide more insight into its properties. The ashlar stone overall has weathered well for its age, but the decorative elements had noticeable erosion of stone. In order to effectively execute the preservation project, some additional material testing on the sandstone should be completed to understand long-term durability and potential stone consolidants to address the absorption and strength issue.

The masonry was soiled with atmospheric dirt, pollution, and staining at certain areas and could benefit from a restoration cleaning to improve and unify overall aesthetics at the completion of the masonry repair work if desired.

Sandstone was quarried from sedimentary rock formations because the stone split very readily into rough rectangular blocks which needed little or no further work to be used. Clay layers within the bedding planes make the stone susceptible to delamination along these faults, especially when the stone is improperly face-bedded within the walls. Sandstone is not considered an overly durable or long lasting building stone, especially for our northeast climate. Minimal bedding plane issues were noted during our initial assessment, but one should be aware of its inherent issues. The stone itself at the building has remained in fair condition over the years at certain areas and worse in other areas. Several areas of cracks in the masonry were observed, which is typical for buildings of this age as settlement and arch flattening occurs. Some areas where higher water flow rates impact the stone due to improper roof drainage or building geometry, have notable sandstone erosion.

Several areas of stone spalls, cracking, delamination, and previous repair patches were observed and will require repair. Additionally, some areas of sandstone were found to be debonded and unsound and will require removal and resetting and/or replacement. The sandstone does exhibit deterioration caused by exfoliation of stone surfaces and contour scaling at carved surfaces at some areas. Several loose and delaminated areas of sandstone were removed easily by hand during our field work. This deterioration is caused by the tendency of sandstone to form hard surface crusts at carved details (contour scaling) resulting in the loss of the crustal layer through oxidation crust formation.

Some areas of segmented columns were observed with cracking, and it is suspected the stone column units are pinned together with mild steel pins. Due to improper mortar joint repointing and maintenance, water was able to get to the pins and cause them to corrode. As steel corrodes, it expands in volume and caused the stone to crack. As the cracks get



wider, the detrimental cycle accelerates and soon stone fragments will fall from the building.

Typically in building construction from the late 1800s and early 1900s, masonry anchors were made from ferrous metals. These cramp anchors are used to mechanically attach the decorative veneer to the masonry back-up in mass masonry construction. Masonry ties and header courses were utilized at this building. No destructive testing was completed during our work, so confirmation of any steel anchors in the masonry walls was not completed, but should be reviewed during initial phases of work. No evidence of corroded anchors was observed, such as rust staining, patterned surface spalls, or spall exposure of corroded metals.

3.5 Mortar Joints

Mortar joints at multiple areas were cracked, de-bonded, open, and deteriorated. It appears that during certain past repointing efforts, the original soft mortar was only removed to a shallow depth. Then a relatively thin layer of new mortar was installed over the top; however, this creates voids behind the new mortar where water can travel and the mortar will deteriorate rapidly. Deterioration from excessive water infiltration and freeze-thaw damage were noted at various locations. Overall the mortar joints don't provide a barrier wall that is consistent in quality and performance, and does not effectively keep water out of the wall and limit subsequent deterioration and leaks that can occur. Spot repointing was also completed, which only removes and replaces certain areas of mortar instead of a comprehensive solution. This creates new bond lines, intersections of multiple generations of mortars with different material properties, aesthetic confusion, and overall poor performance.

If the wall cannot dry out and remains constantly saturated, the assembly becomes susceptible to freeze-thaw and sub-efflorescence damage. Freeze-thaw damage occurs when water entrapped in the assembly expands when it freezes, which puts pressure on the stone and causes spalling. Sub-efflorescence damage occurs when masonry wall assemblies retain liquid water in sufficient quantities and duration to allow for the entrapped moisture to solubilize salts. When the liquid water eventually evaporates, the solubilized salts recrystallize at or near the masonry surface. This process causes an expansion of the salts that can cause wide spread spalling of masonry.

Polyurethane sealant was installed over mortar joints at many areas, which will trap moisture within the masonry. It is also not a substitute for a mortar joint, because once the sealant's limited service life is over, the joint will now be wide open to the elements.

3.6 Main Tower Interior

The interior of the tower is largely soiled from inhabiting birds, especially severe at the upper levels. Ladder access to some of the various interior levels appeared unsafe and not suitable for maintenance personnel in accordance with current codes. Review and cleanup of the tower interior should be discussed. Some areas of water infiltration were noted inside



the tower. Wood members of the various interior levels had some signs of water infiltration and rot, and require additional assessment. The exposed tower levels appeared to have a sheet metal roof system that appeared to be intact. The circular stained glass and interior spiral staircase also require further review. Interior areas could not be fully reviewed due to accessibility, and should be reviewed further once the bird excrement cleanup is completed.

3.7 Concealed Masonry Gutters

There are concealed gutters at multiple areas around the perimeter of the roof. We have extensive experience with durable soldered coated copper gutter liners, and would be happy to discuss coordination of the work as it is likely sensible to integrate the masonry and gutter liner. The stone gutters were likely originally lined with sheet metal, and had subsequent repairs of membrane and various mastics and sealants at terminations have followed. Clogged, poor flowing, and other conditions plague the gutters.

We observed deterioration, displacement and staining at some of the stone panels directly under the roof gutters forming the gutter. The masonry assembly at these locations appears to be saturated with moisture, which is causing the observed deterioration and displacement. Water appears to be entering the masonry assembly through the gutters and at the failed mortar joints on the masonry. These displacements lead to question the anchorage of the masonry gutters and also the longevity of the system.

3.8 Gable Copings

There are masonry gables at each elevation of the building. All of the gable parapets are topped with stone copings. Most of the copings appear to be in fair condition; however, we did observe some deteriorated copings. Sealant was installed at some of the joints of the copings; typically, it is not recommended to seal the bed joint and trap moisture in the wall. Many joints were open and easily allowing water intrusion. We did not observe proper through-wall flashing under the copings to help limit water intrusion. Flashing interface at the backside of the gables with the roof appeared sub-standard and also questionable at the west gable where geometry is difficult. Some gable stones were displaced outwardly and also sliding down the slope of the gable, likely due to deficient anchorage to the masonry below. The copings did have a shingled boss design, which has allowed the stones to perform slightly better than other configurations.

3.9 Masonry Dormers

There are multiple decorative stone dormers that extend out from the roof at the upper floor around the building. The stone copings were found lacking through-wall flashing, having cracks and spalls in the stone, containing deteriorated mortar joints, and deficient in the interfaces with the roof on the back and sides of the dormers and the gutter at the front of the dormers.



3.10 Sealant

Flexible sealants were installed at window and door perimeters and other penetrations at the building. A majority of the sealant joints we observed around the complex had failed or degraded. The existing polyurethane sealants were cracked, split open, de-bonded, and generally deteriorated. Many of the openings in the sealant were wide enough to allow water to pass. All of the sealant has exceeded the useful service life for polyurethane sealant, which is typically 8 to 12 years but can vary depending on product manufacturer, substrate preparation, joint design, and application procedures.

Polyurethane sealant is subject to UV degradation. All organic sealants change properties over time when subject to ultraviolet light from the sun. The UV rays change the organic chemistry of the sealant, which in most cases causes the sealant to get stiffer, reducing its movement capabilities. The stiffer sealants fail cohesively (crack or split open internally) and adhesively (loss of bond to the substrate). UV degradation can also cause the surface of polyurethane sealant to chalk, craze or crack. The surface cracks eventually develop into full-depth cracks.

It appears most building windows were replaced during the 1970's renovations, so it is assumed the sealants are of that vintage. We wanted to stress the importance of sealants in overall façade water infiltration resistance. Sealants are impacted by mortar joint repointing efforts as well. To properly repoint mortar joints, the sealants will be cut into and will need to be removed and replaced.

3.11 Chimneys/Vents

There are several chimneys/vents on the building, located at the roof level. Four at the middle of the roof and two toward the gable area perimeter. Similar to the building, the chimneys are built with sandstone. The mortar joints were in poor condition. Some stone deterioration was observed, including some cracks and displacement. Evidence of water infiltration was observed at several areas. The soundness of the upper area of the chimneys and the condition of the caps could not be determined at this time due to access limitations.

3.12 Cast Iron Elements

There were various cast iron elements at the building, including the open colonnade near the top of the main tower, railings, and decorative finials around the roof area. Interior decorative elements at the grand staircase also set the precedence for cast iron use at the building.

Corrosion and general deterioration was observed at most cast iron elements. Several areas of columns observed to have lost mechanically attached decorative elements at some points in the past. It was unclear if section loss of the cast iron has occurred that could potentially reduce the capacity of the elements or if other mechanically attached failures could occur, but it should be reviewed further.



3.13 Additional Items

Although not within the scope of our observations, we noted the following items during our façade masonry assessment. We felt it prudent to bring these observations to your attention for consideration.

3.13.1 Roof & Flashing Interfaces

Multiple areas of roofing, flashing interfaces between roof and masonry walls, decorative finials, and associated wood and metalwork was noted with deficiencies and deterioration that negatively impact the water penetration resistance of the building envelope. This item requires further review by a qualified professional.

3.13.2 Wood Roof Structure

Based on our observations of some water staining and rot on wood members, and the age of the roof structure; it would be logical to have an experienced structural engineer review the wood roof spire. This is particularly important prior to imposing scaffolding loads on the roof. This item requires further review by a qualified professional.

3.13.3 Lightning Protection

A complete lightning protection system consisting of air terminals, ground wire, and anchors was not observed at the building. This item requires further review by a qualified professional.

3.13.4 Site Masonry

Various masonry knee walls, site walls, planters, statues and stairs exist around the site, which was not within our scope.

3.13.5 Stained Glass Windows

We observed bulging and displacement of stained glass windows near the entrance, and the lead came showed signs of deterioration. A variety of stained glass windows were located at the building. Current condition of the stained glass windows and storm units (or lack thereof) should be reviewed by a qualified professional.

3.14 Concepts & Discussion

3.14.1 Life Cycle Deterioration

During the course of a building's service life, age induced decline is always working against the structure. A proactive and technical based preservation and preventive maintenance regimen must be implemented to stay ahead of



deterioration curve. Proper long-term repairs are preferred over short-term fixes. The common theme of water intrusion outlined in this report is constantly working against the masonry walls, as well as the freeze-thaw cycles that are extremely detrimental.

3.14.2 Mortar Joint Repointing

In our opinion, 100% mortar joint repointing of the masonry is required at the indicated areas of the building to address deteriorated or inadequate conditions. Breaches caused by deteriorated mortar joints over the course of many years can allow water to penetrate the masonry system and accelerate deterioration. Random and incomplete repointing can often do more harm than good and is not an overall good long-term tactic. The effectiveness of proper mortar joint repointing can be tested and documented using ASTM C-1601, *Standard Test Method for Field Determination of Water Penetration of Masonry Wall Surfaces*, if desired.

The Brick Industry Association guidelines estimate the time to repair mortar in masonry walls is approximately 25+ years, with shorter intervals at more exposed assemblies. With the building in service for more than that duration, 100% joint repointing is understandable. Even if the mortar is in marginal condition now, the thinly applied repointing will greatly reduce the effectiveness and service life of the mortar.

In the NPS Technical Preservation Services' brief on Repointing Mortar Joints in Historic Masonry Buildings they indicate "...if 25 to 50 percent or more of a wall needs to be repointed, repointing the entire wall may be more cost effective than spot repointing. Total repointing may also be more sensible when access is difficult, requiring the erection of expensive scaffolding (unless the majority of the mortar is sound and unlikely to require replacement in the foreseeable future)."

Quality repointing should be completed in accordance with applicable portions of the Brick Industry Association guidelines and the Secretary of Interior Standards. The procedure includes deteriorated mortar removal to a depth of approximately $\frac{3}{4}$ inch (or twice the joint width), new mortar installation applied in multiple (2-3) thin ($\frac{1}{4}$ inch) layers as each previous layer becomes "thumbprint" hard, and tooling of the last layer to match the original mortar joint profile.

3.14.3 Deteriorated Sealant

Flexible sealants, particularly polyurethane, become cracked, hardened, split open, de-bonded, and generally deteriorated with openings wide enough to easily allow water to pass. Water will easily enter the masonry system and will cause and accelerate deterioration. Typically, the useful life of urethane sealants is 8 to 12 years and silicone is 20 years or more; but varies depending on product used, substrate preparation, joint design, and application procedures. The replacement of sealants is a maintenance item and should be anticipated on a periodic basis. This



important building envelope component is often overlooked and is critical to the long-term overall performance of the structure.

3.14.4 Embedded Metal

Any metal anchors used in the masonry are subject to potential corrosion. Reducing the amount of moisture that enters the mass masonry walls will reduce the rate of corrosion of metal.

Corrosion threatens any ferrous metal (iron, steel, etc.) component, particularly where embedded and in direct contact with adjacent material (stone, mortar, etc.). In the presence of water, steel will corrode (rust), and expand with significant pressure created by the exfoliating rust (the corroding steel combined with exfoliating rust will occupy a larger volume of space than the original steel alone). The pressure generated produces stress in adjacent materials, oxide jacking, and in many building assemblies, can cause severe damage. The stress caused by the corroded embedded metals, in conjunction with the proximity to the front face of the stone, can directly contribute to the potential spalls. Current standards recommend the use of stainless steel anchors to prevent damage caused by corrosion.

4.0 RECOMMENDATIONS AND OPINIONS

Our observations helped clarify the breadth and depth of required repairs. Although more assessment is required, we have laid the groundwork for a successful preservation project. The repairs involve the implementation of fundamental and sound masonry repair procedures. Based on our observations, we have summarized our recommendations in the following sections:

4.1 Access & Site

In order to access the different work areas, heavy duty system scaffolding will be utilized in conjunction with other access depending on the work area. Significant coordination and scheduling efforts will be needed due to the use of the building and the noise and dust that will be generated during the project.

- To safely complete the necessary repairs to the towers, scaffolding will have to be installed on all four elevations of the towers. The scaffolding will extend from the ground and lower roofs up to the top. Scaffold will also be required on the other elevations for the various work phases.
- Due to the height of the tower, the scaffolding has to be designed by an engineer.
- The slate roof will be protected under the scaffold installation, and some slate repair at project completion is anticipated. Roof coordination will be required for the work.
- The access to the towers is a notable amount of the total repair cost; therefore, careful consideration should be given to completing all of the repairs the same time to prevent significant additional access costs in the future.



4.2 Mortar Joint Repointing

The mortar joints of the building are in poor condition and need to be 100% repointed, including all of the stone mortar joints. The previous repointing projects did not provide much benefit.

- Repointing should be completed in accordance with applicable portions of the Brick Industry Association and SOI guidelines.
- Cut out areas of deteriorated mortar consistently and comprehensively to the proper depth (minimum $\frac{3}{4}$ inch). Ensure that all existing mortar is removed from the edges of the masonry units.
- Install new mortar applied in multiple layers/lifts as each previous layer becomes “thumbprint” hard, tool the last layer to match the original mortar joint profile.
- Complete a cleaning/wash down of the masonry surface to remove atmospheric pollution and improve overall building appearance.
- Due to the depth of soft mortar at certain areas, deeper back pointing will be required as well as masonry anchors.

4.3 Stone Repair

The delaminated, spalled, displaced and cracked stone pieces need to be addressed. The entire façade should be sounded and any deteriorated panels should be repaired. The sandstone of the building requires a variety of repairs as generally outlined as follows:

- Check all stone for loose or delaminated pieces. Remove loose and deteriorated material until remaining area is sound.
- Remove select stones that have grossly failed and install new stone pieces that match the profile.
- Based on the material testing, there is potential for installation of mineral silicate coating or consolidant to select masonry areas. These products chemically bond with the substrate and will help provide an extended service life for the coated areas.
- Stone dutchmen and patching repair.

The intent of the stone repairs is not to make the building look perfectly new, and patch every chip to recreate the original profiles. A more pragmatic and economical approach is typically used on buildings such as this to preserve and extend the service life of the masonry. The sandstone has patina and character with age, and only prioritized areas will be patched or replaced. Loose materials in immediate jeopardy of falling will be removed, gross spalls patched, immediate visual impact areas patched or replaced, and unsound areas stabilized. Sandstone is a natural material and will continue to exfoliate over time.

4.4 Towers

The following is a brief list of the general repairs that need to be completed at the towers.

- Install new sheet metal flashing at the masonry-to-roof interfaces. Integrate the flashing to protect the backsides of the four corner turrets, and properly manage water.



- Rebuild unsound stone
- Address wood and cast iron deterioration
- Remove existing failed bird screen and install new stainless steel screen.
- 100% repointing of the masonry mortar joints is recommended.
- Select areas of stone will need to be removed and replaced.
- Pin and repair stone at selected areas, including crack stitching as required.
- Patch selected spalled stone areas.
- Rebuild and/or repair the unsound areas of the stone turrets
- Window and interior repairs
- Install new roof hatches at the interior levels. Install adequate ladders to provide safe access through the interior of the tower to the top. Review and waterproof the roof deck at the open levels.
- Complete a restoration cleaning of the masonry surface to remove atmospheric pollution and improve appearance.

4.5 Gutters

The stone gutters should be rebuilt to correct the deficiencies and displacement. The repair / replacement of the gutter liners should be coordinated with the roofing and masonry repairs to reduce access costs and to avoid duplicating repair efforts. Upper areas of stone just below gutters may need to be removed, flashed, and reset to provide sound substrate for the roof gutters. Some of the decorative areas of stone below the gutters may also need to be reset.

4.6 Gable Copings

Remove all gable stone copings, clean, number and store for reuse. Patch any spalls in the stone. Replace any unusable stones. Make necessary repairs to the parapet wall masonry down to sound substrate. Install new through-wall flashing system and re-install the copings. Copings should be set with stainless steel pins to anchor them to the parapet wall, and the pins should be waterproofed with thimbles integrated into the through-wall flashing system. Flashing should be installed with outboard hemmed drip edge and integrated inboard receiver and counterflashing to interface with existing copper wall flashing and accommodate future re-roofing projects without disturbing the masonry flashing.

4.7 Masonry Dormers

At all dormers, remove all stone copings, clean, number and store for reuse. Patch any spalls in the stone. Replace any unusable stones. Install new through-wall flashing system and re-install the copings. Copings should be set with stainless steel pins to anchor them to the parapet wall, and the pins should be waterproofed with thimbles integrated into the through-wall flashing system. Integrate dormers with roofing and gutters as coordinated with the roofer. Repoint all remaining mortar joints in dormers.



4.8 Chimneys/Vents

Some further review of the chimney regarding the soundness of the upper areas needs completed once the scaffold is erected to determine rebuild areas. The general scope of repairs is as follows:

- Rebuild unsound areas of stone. Install restoration anchors as necessary.
- Repair and patch and stone. Re-anchor with stainless steel as needed.
- 100% repoint all mortar joints
- Install chimney cap metal as appropriate to waterproof the top surface.

4.9 Condition Assessment

Have an experienced professional perform periodic condition assessments of the building envelope approximately every 5 years to assist in early detection of deterioration and to assess the façade condition. Perform yearly until repairs are completed.

4.10 Preventative Maintenance

Once preservation work is completed, anticipate some level of masonry maintenance approximately every 10-20 years for repointing, façade cleaning, and sealant replacement. Masonry façades require maintenance to properly perform, limit leaks, and minimize extensive irreversible repairs.

4.11 Additional Items

The following items need to be addressed to ensure a comprehensive building envelope preservation project.

- Cleanup of pigeon excrement and provide access to the upper levels of the main tower for assessment
- Material testing of the strength and absorption of the sandstone. In particular, to determine the reason the more decorative type stone has more deterioration than other areas.
- Roof assessment and coordination for masonry interfaces
- Structural engineer review of roof structures and spire
- Lightning protection system design review
- Cast iron elements assessment to determine both structural soundness and long-term viability
- Stained glass window assessment to determine extent of deterioration and repairs
- Bird containment design and review
- Overall scope and expectations review for long-term preservation of City Hall

4.12 Post-repair Considerations

It is typically recommended to wait one heating and one cooling season (approximately 1 year) after exterior repairs to perform interior plaster repairs. Once the water infiltration is stopped, moisture still remains in the walls and plaster (particularly mass masonry with



large wall thicknesses). As the walls and plaster dry out, the solublized salts in the water will re-crystallize and expand. This process will initially make the plaster condition visibly worse. Once the wall is dry, successful interior repairs can be completed. This is not a popular recommendation, but will help manage the repair process and expectations.

5.0 PRESERVATION PLAN

We recommend the implementation of the masonry preservation plan as outlined below. Various repairs are required due to the deleterious impact of water infiltration and building age. The work outlined in the plan focuses on understanding root causes of deterioration and performing long-term restoration repairs to extend the service life of the building. Many short-term (usually less in cost) repairs and approaches could be attempted, but will not perform over time.

There is no quick, easy and cheap fix for the complex at this time that will perform over the long-term. It is important to note that as time progresses, deterioration will worsen and repair quantities and repair costs will increase. If proper long-term repairs are not implemented, further irreversible deterioration could jeopardize the long-term viability of the building and exceed normal budget, maintenance, and operations costs.

Phase	Title	Description
Immediate	Discuss long-term expectations and overall Preservation Plan	
Preparation	Additional Review Items 4.11, address pigeon issues	
1	South tower & chimneys - Pilot Phase	Items 4.1, 4.2, 4.3, 4.4, 4.8
2	North tower	Items 4.1, 4.2, 4.3, 4.4, 4.8
3	Northwest elevation	Items 4.1, 4.2, 4.3, 4.5, 4.6 & 4.7
4	West tower	Items 4.1, 4.2, 4.3, 4.4, 4.8
5	Northeast elevation	Items 4.1, 4.2, 4.3, 4.5, 4.6 & 4.7
6	East tower	Items 4.1, 4.2, 4.3, 4.4, 4.8
7	Southeast elevation	Items 4.1, 4.2, 4.3, 4.5, 4.6 & 4.7
8	Southwest elevation	Items 4.1, 4.2, 4.3, 4.5, 4.6, 4.7 & 4.8
Condition Assessment		Item 4.9. Plan for periodic condition assessment.
Proactive Approach		Item 4.10. Anticipate future preventive maintenance and repairs.

A drawing showing the locations of each phase can be viewed in Appendix B: Drawings.

The cost breakdown on the executive summary is provided for your reference to understand how the project is structured, and no single work item can be completed independently, which is why it is phased. From a cost and performance perspective, it makes sense to complete phase by phase since the cost for accessing the structure is such a large percentage of the overall repair cost. Pricing was based on working typical weekday hours, if afterhours or weekends are required, the cost will need to be updated. The work will be generating noise and dust, which could impact operations, especially during certain times. After your review of this summary, we would be pleased to review



schedule and work plan with you. Any permit and bond costs that may be required will be directly passed to the City for payment and are not included in the costs. There are several items that require further review, which could impact the overall scope, phasing and cost.

6.0 SUMMARY

MPS completed the masonry evaluation at the Scranton City Hall in Scranton, PA. The purpose of our evaluation was to perform an assessment of the masonry condition and provide a course of action for corrective measures.

We performed observations at the complex, combining tactile observations and visual observations at accessible areas. A variety of deterioration and deficiencies were observed leading to a logical progression to address the building issues. Lack of maintenance, flashing interfaces, inadequate detailing, and sporadic repair interventions have allowed the damaging effects of water infiltration to remain unchecked for an extended period of time. Proper detailing with quality materials in accordance with historic restoration standards is critical to the long-term effectiveness of the repairs.

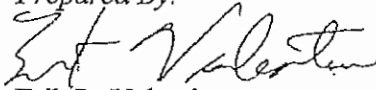
A preservation plan consisting of multiple tasks has been outlined in this report to address the repairs required at the building. We understand the effort and cost associated with a masonry preservation plan. Our opinion is that the value and benefit of performing work with skilled craftsman and quality material under a guided plan provides the best long-term value with regard to funds expended by maximizing the service life of the building.

Depending on the level of anticipated repairs, periodic façade inspections should be scheduled to maintain safety protocols and head off additional potentially costly repair projects. In accordance with ASTM E-2270, *"Standard Practice for Periodic Inspection of Building Façades for Unsafe Conditions"*, the exterior walls should be assessed at least once every five years for deterioration and repair recommendations. Due to the deteriorations observed, we recommend annual inspections until the preservation plan is commenced. It is critical to the longevity of the building that temporary (usually less expensive) type repairs are avoided and work be completed with quality materials and skilled craftsmen.



As requested, MPS performed this evaluation of the exterior masonry façade, documented deficiencies, recommended repairs and a course of action, and provided this summary report for guidance. This report has been prepared based on our site observations, information presented to us, interviews with on-site personnel, and our experience with similar projects. If any information becomes available which is not consistent with the observations or conclusions presented in this report, please present it to us for our evaluation. ©2016 Masonry Preservation Services, Inc. (MPS). All rights reserved. The reproduction, distribution, publication, display, or other use of this report without the written consent of MPS is prohibited. The contents of this report are intended to convey information compiled by MPS as relevant to the project outlined within and for the agreed-upon intent, and for no other purposes.

Prepared By:



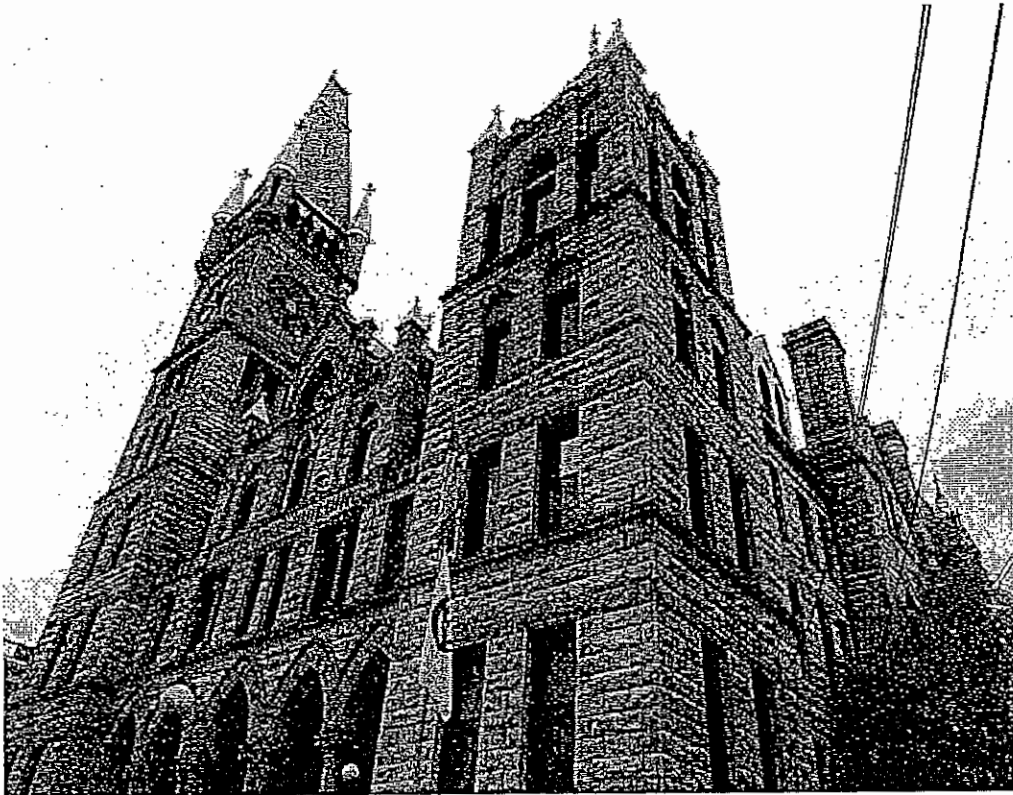
Erik R. Valentino
Vice President



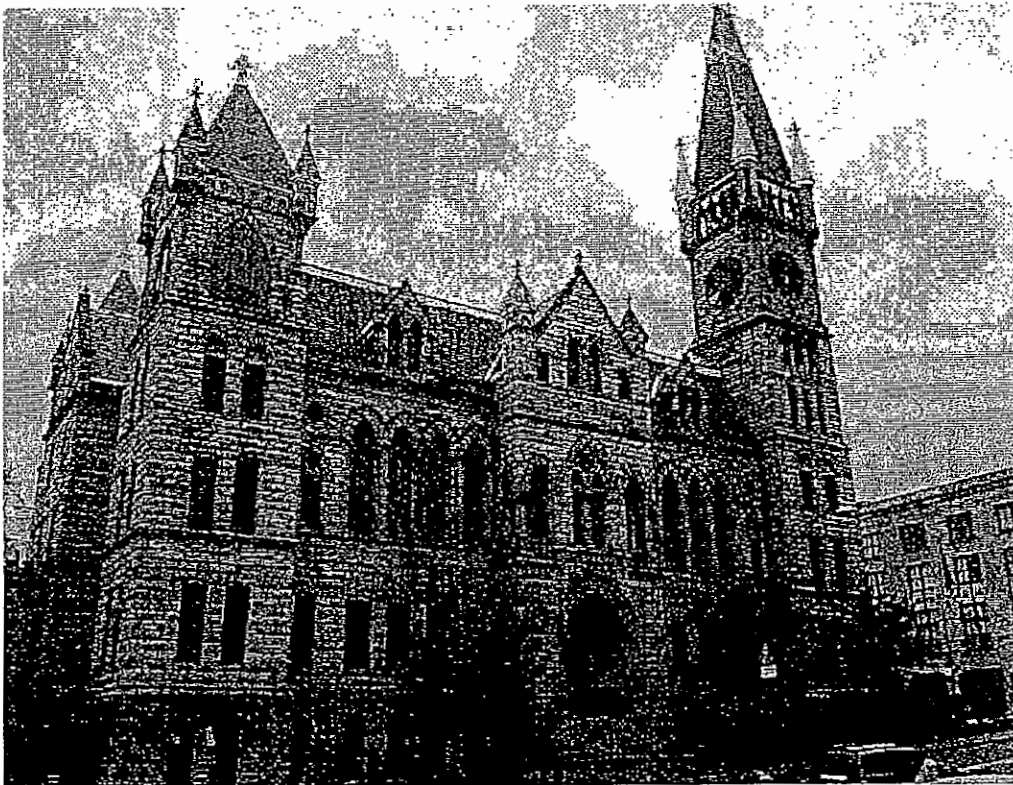
APPENDIX A:

Photographs



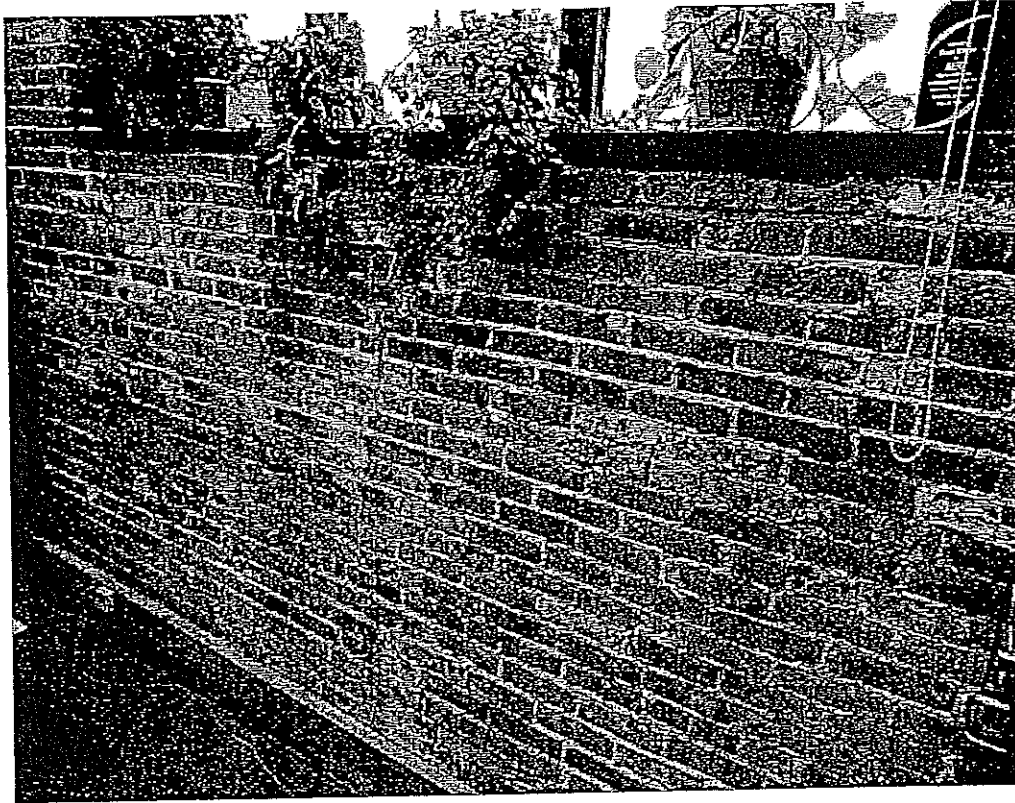


Photograph 1:
Overview of the
west elevation

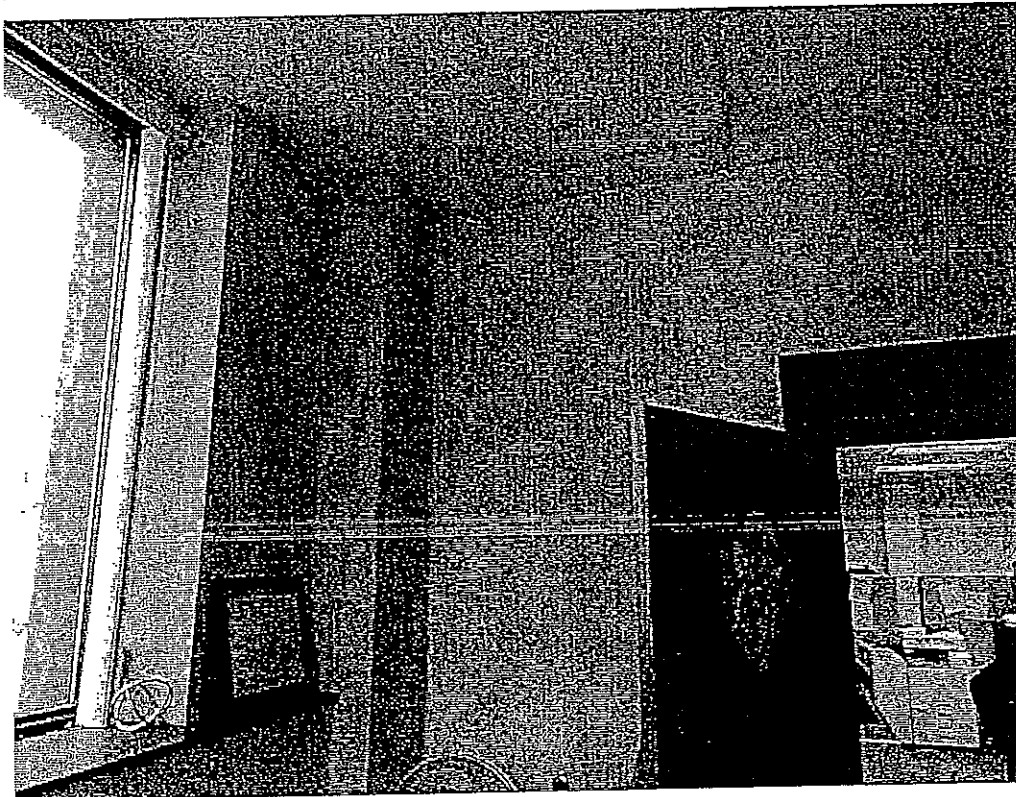


Photograph 2:
Overview of north
elevation



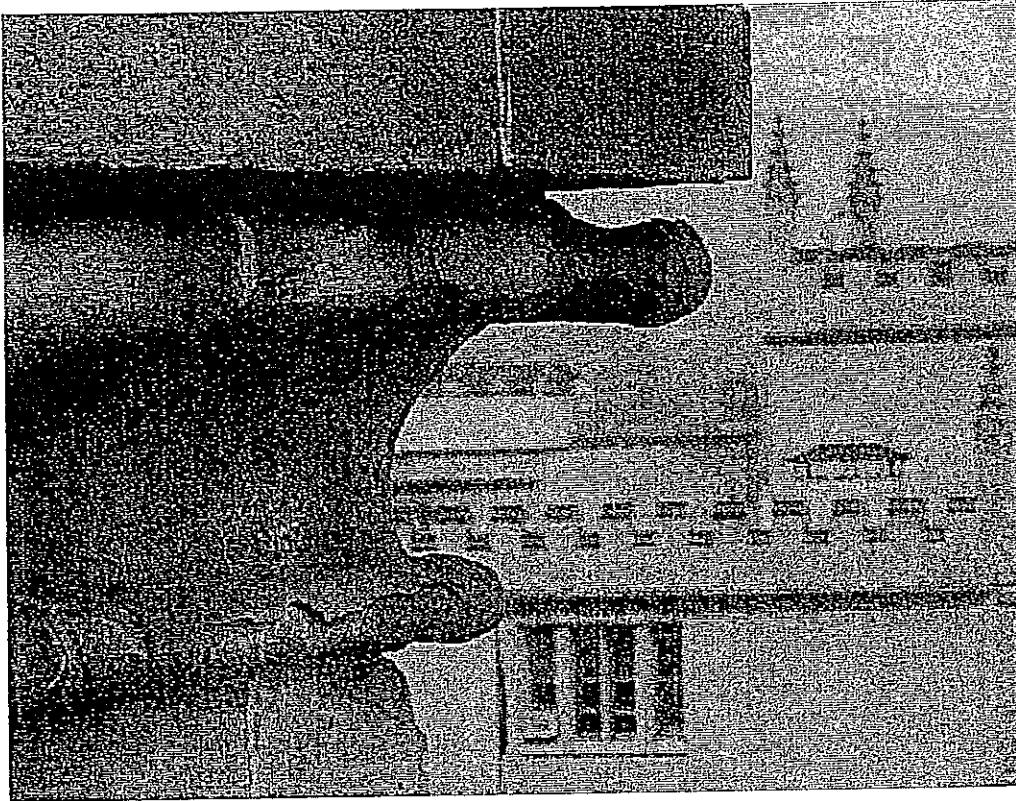


Photograph 3:
Interior leak
location



Photograph 4:
Interior leak
location





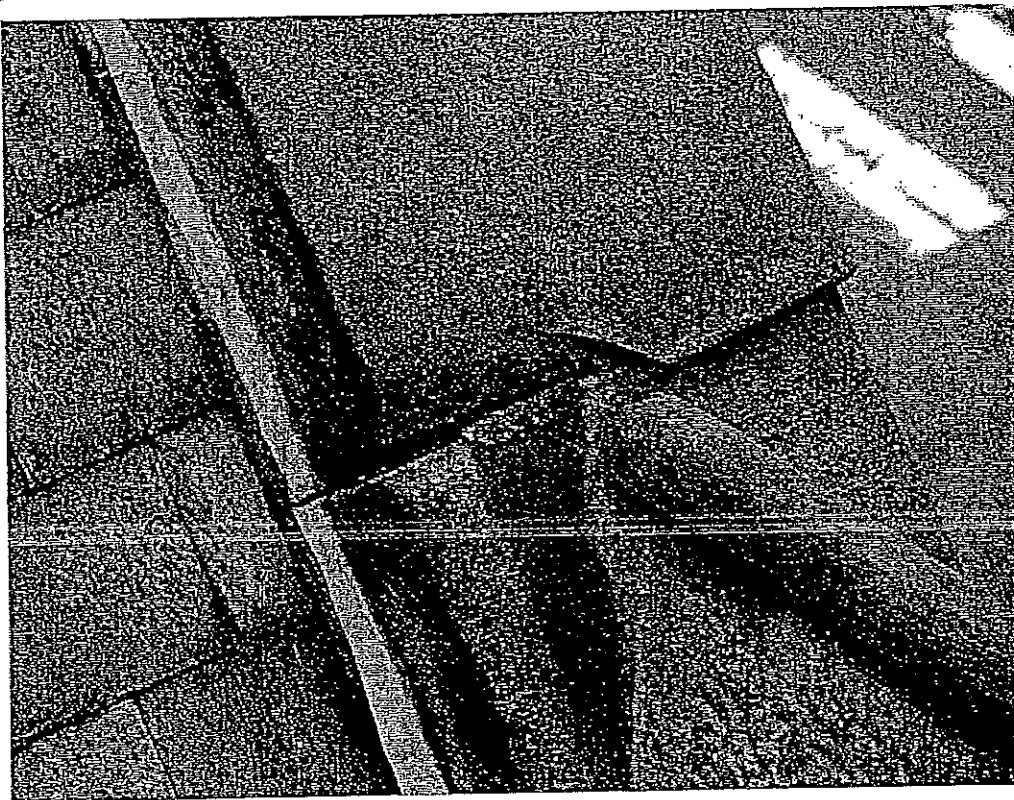
Photograph 5:
Stone erosion



Photograph 6:
Stone erosion and
mortar joint
deterioration



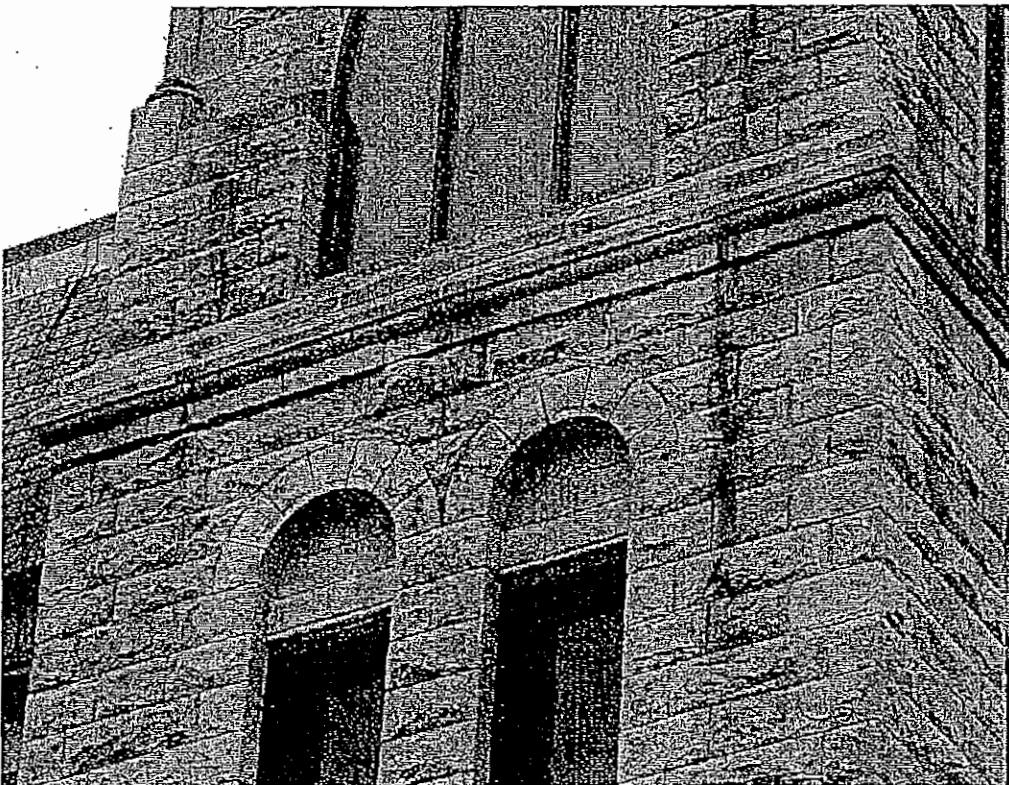
Photograph 7:
Stone deterioration



Photograph 8:
Cracked stone and
open head joint

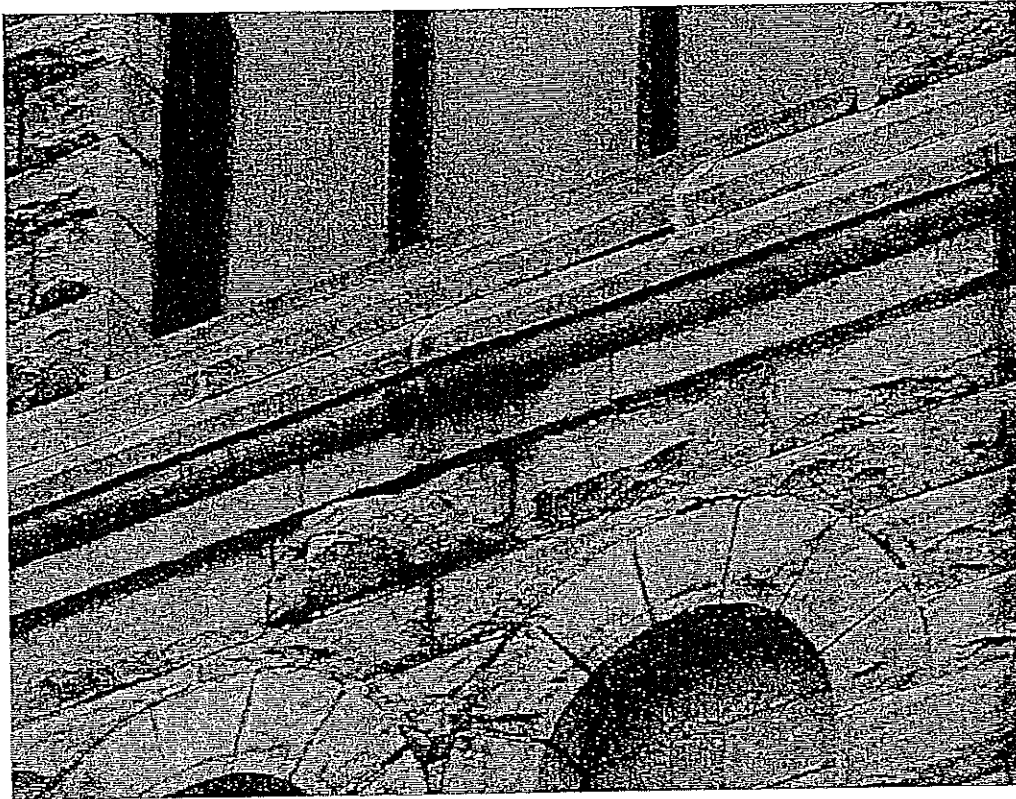


Photograph 9:
Severe mortar joint
deterioration

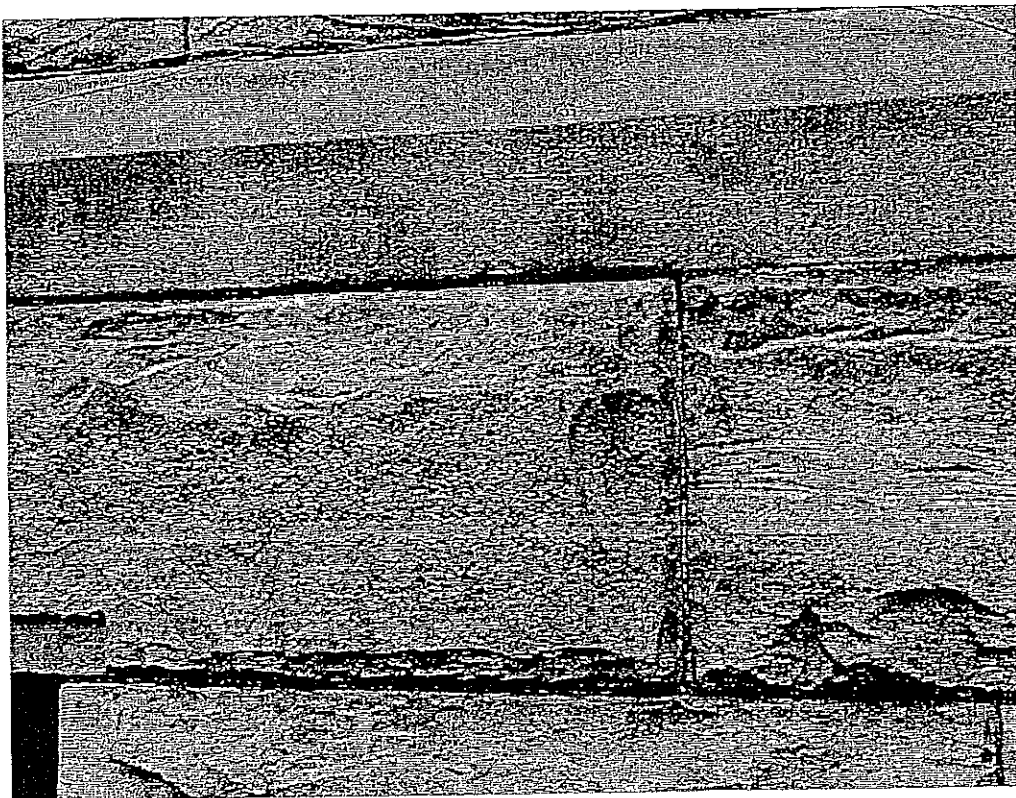


Photograph 10:
Stone displacement
and mortar joint
deterioration
allowing water
infiltration



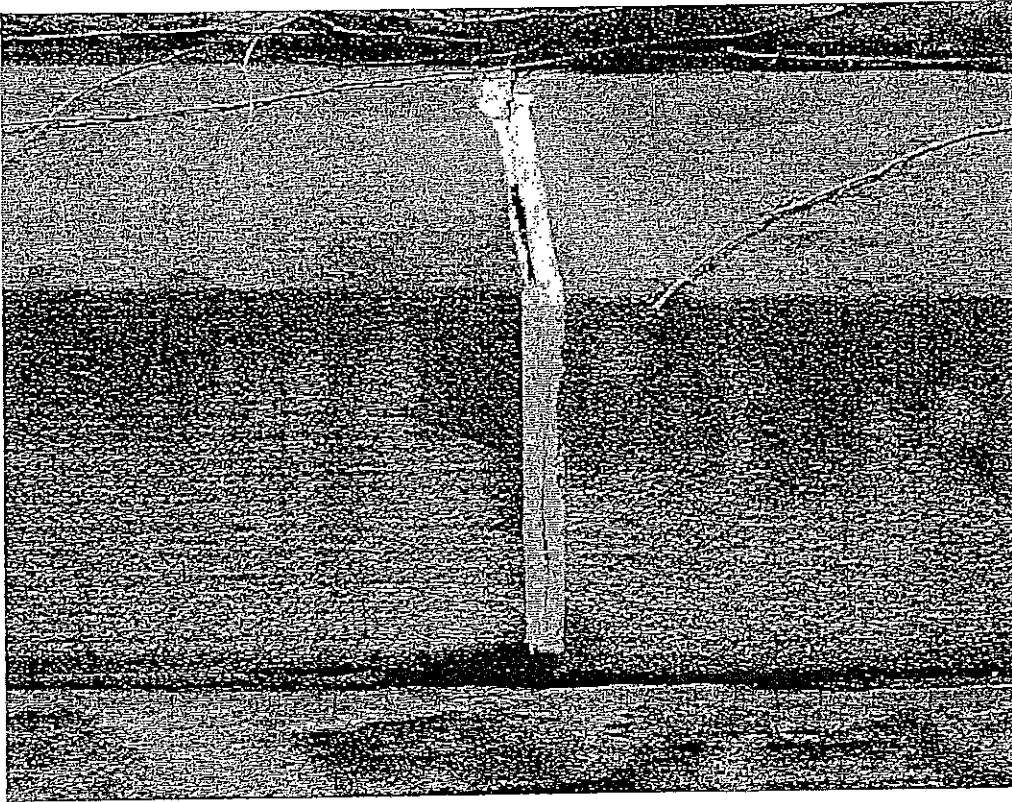


Photograph 11:
Area correlated
with interior
leakage in
Photograph 3

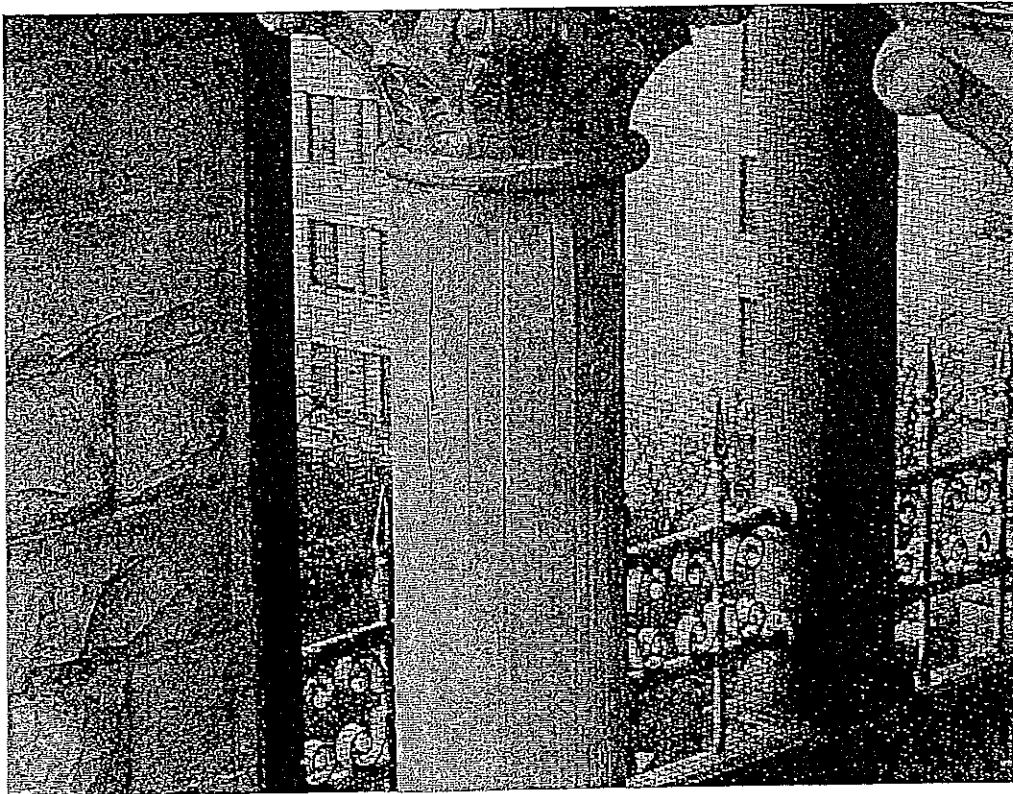


Photograph 12:
Failed mortar
joints

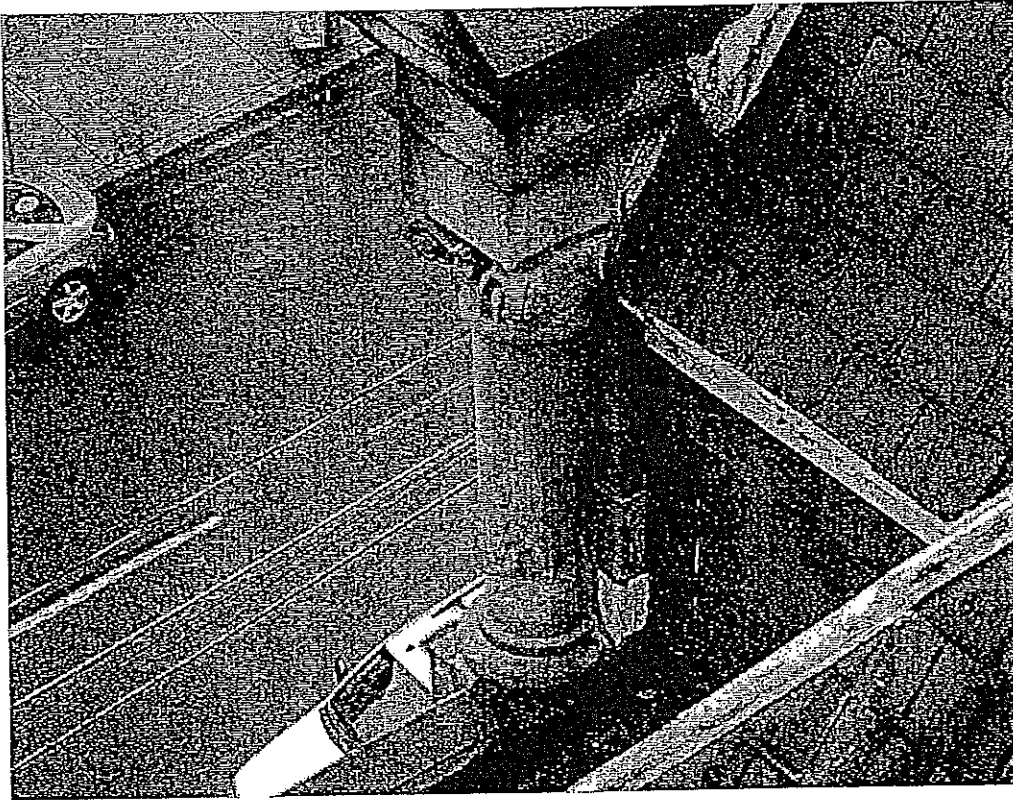




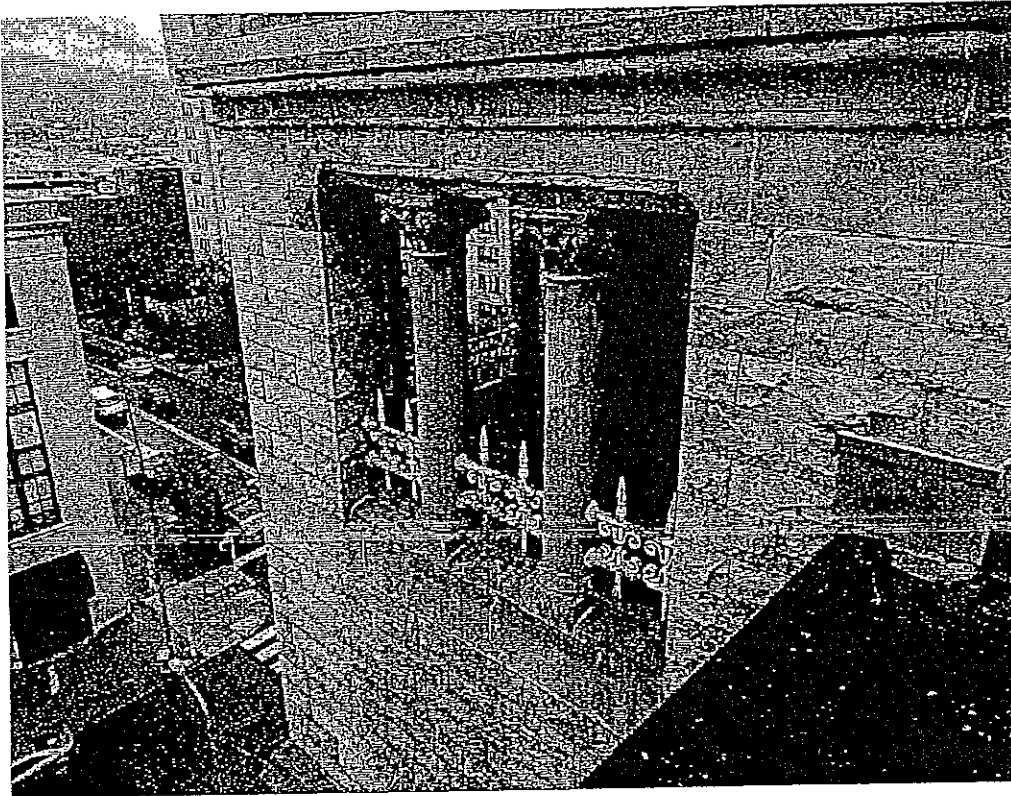
Photograph 13:
Deteriorated
sealant over failed
mortar joint



Photograph 14:
Delaminated stone
column shaft

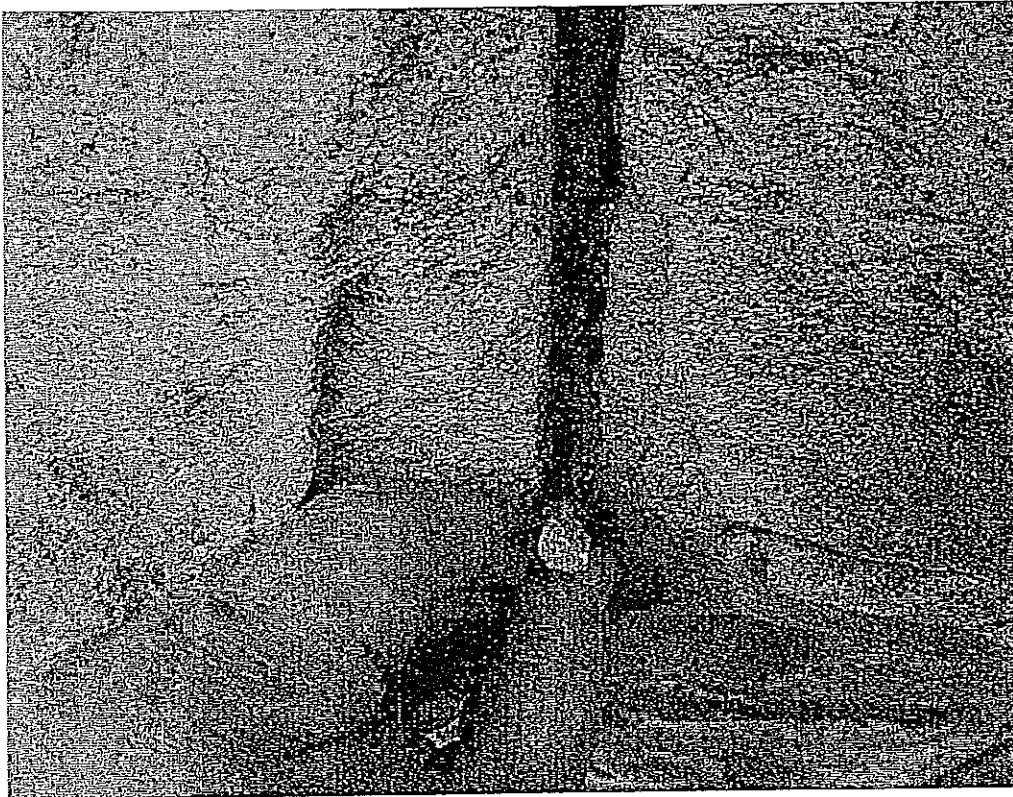


Photograph 15:
Spalled and eroded
stone column

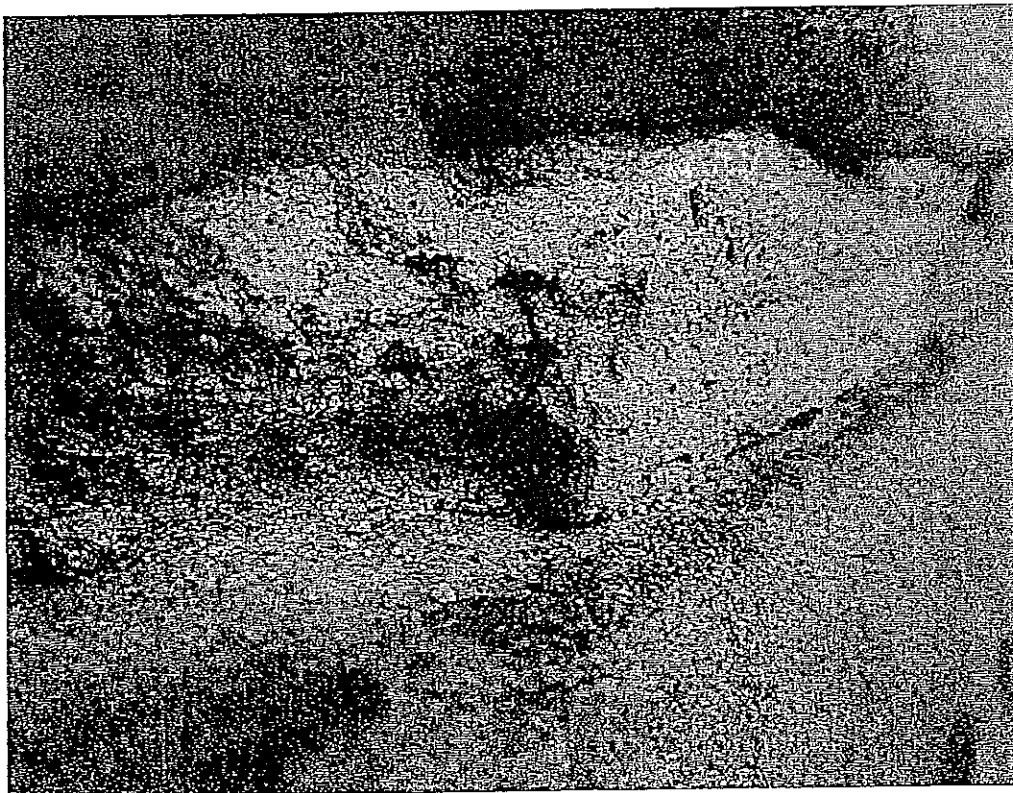


Photograph 16:
Open tower level.
Note also two
different types of
stone; rough cut
ashlar units and
smooth faced
decorative units.





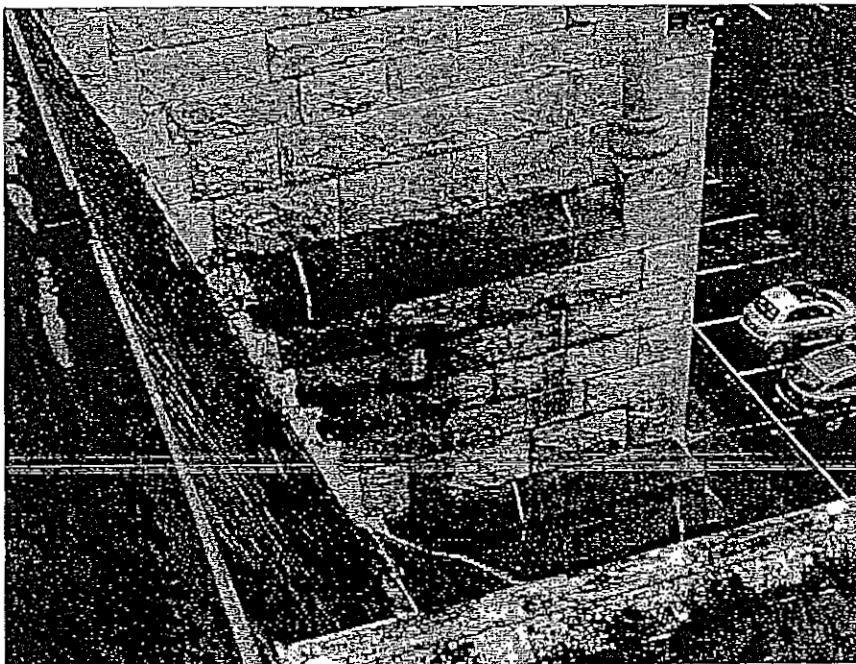
Photograph 17:
Thin prior
repointing effort of
little value.



Photograph 18:
Thin layer of past
mortar repointing
done
inappropriately.

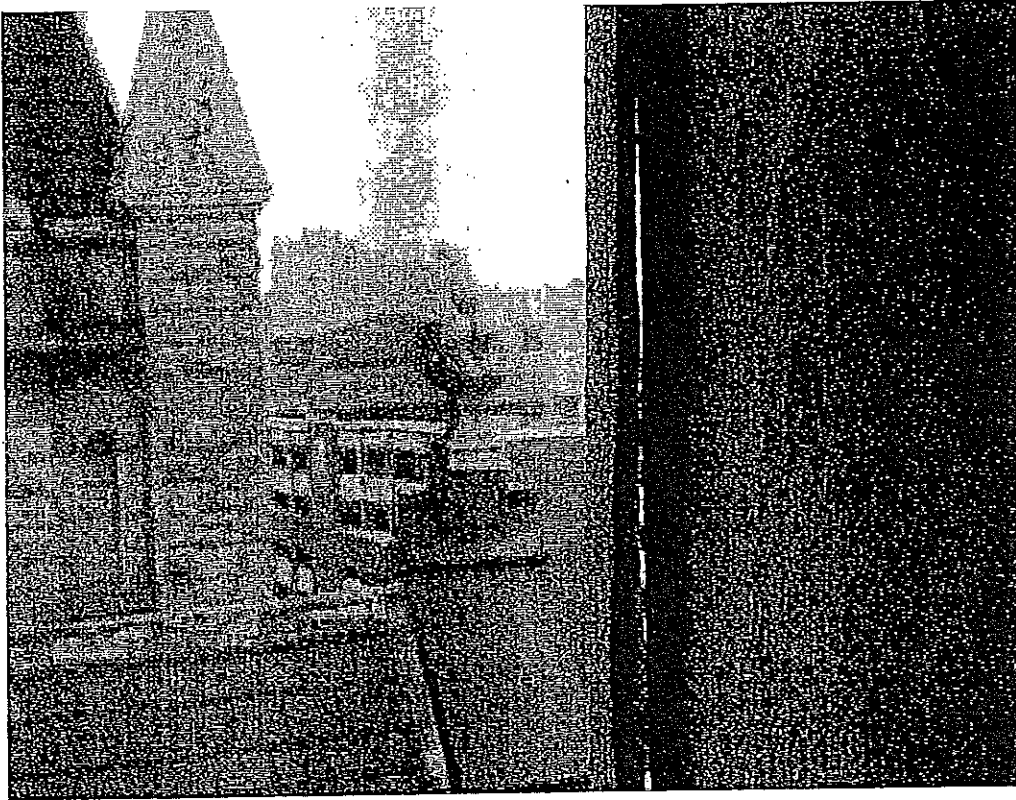


Photograph 19:
Inadequate roof
and drainage area.

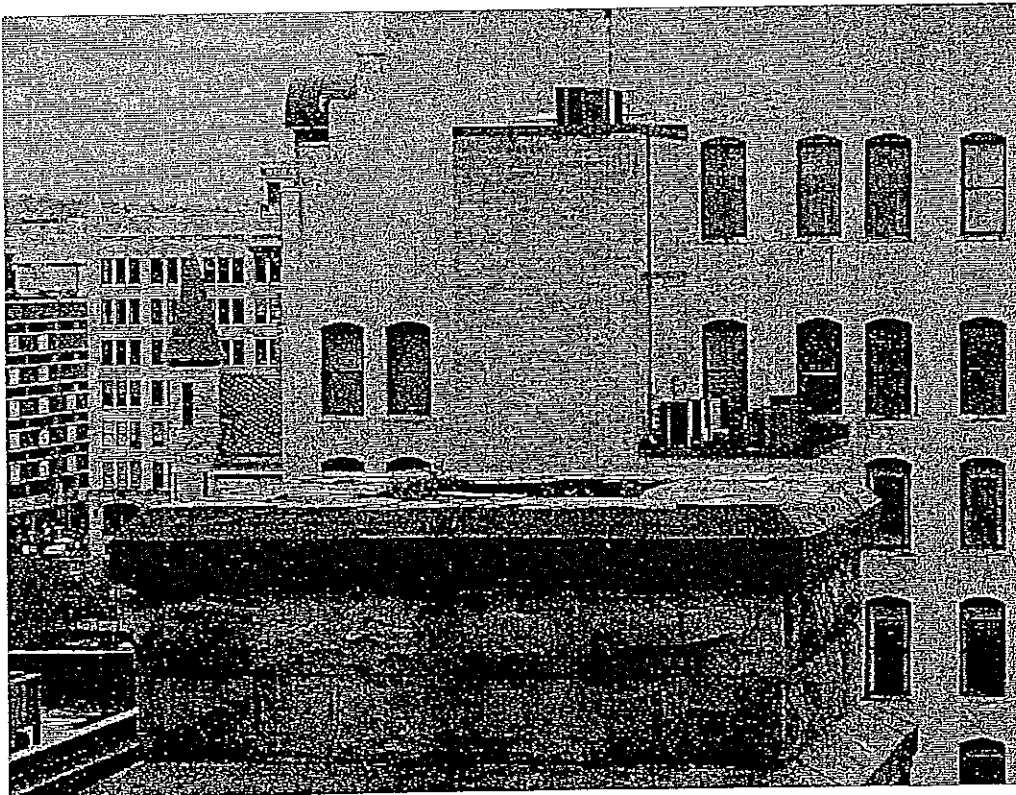


Photograph 20:
Poor masonry to
roof flashing
interface





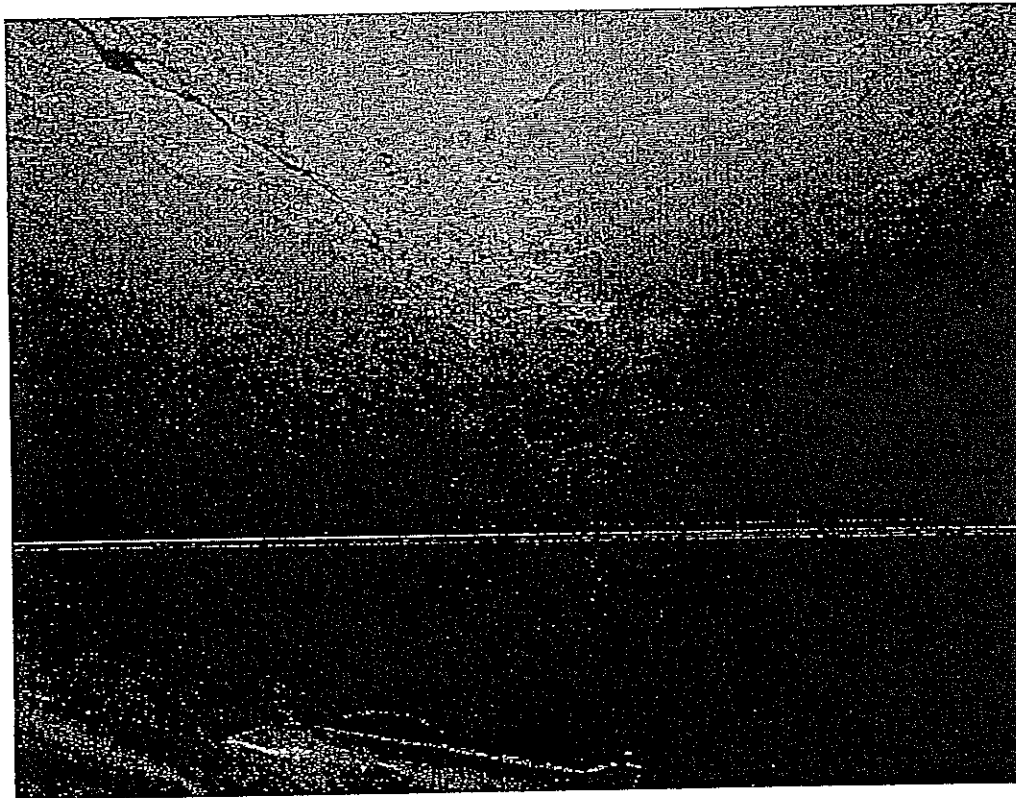
Photograph 21:
Delamination of
stone column.



Photograph 22:
Deterioration of
stone chimney

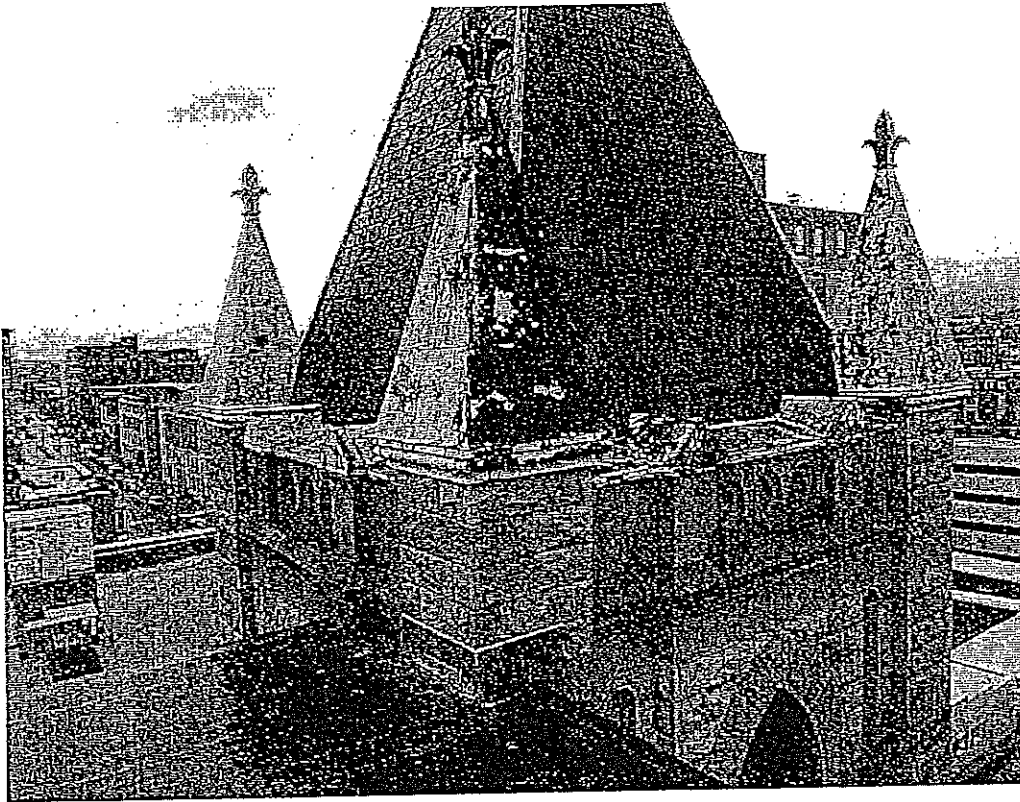


Photograph 23:
Cracked stone
finial base

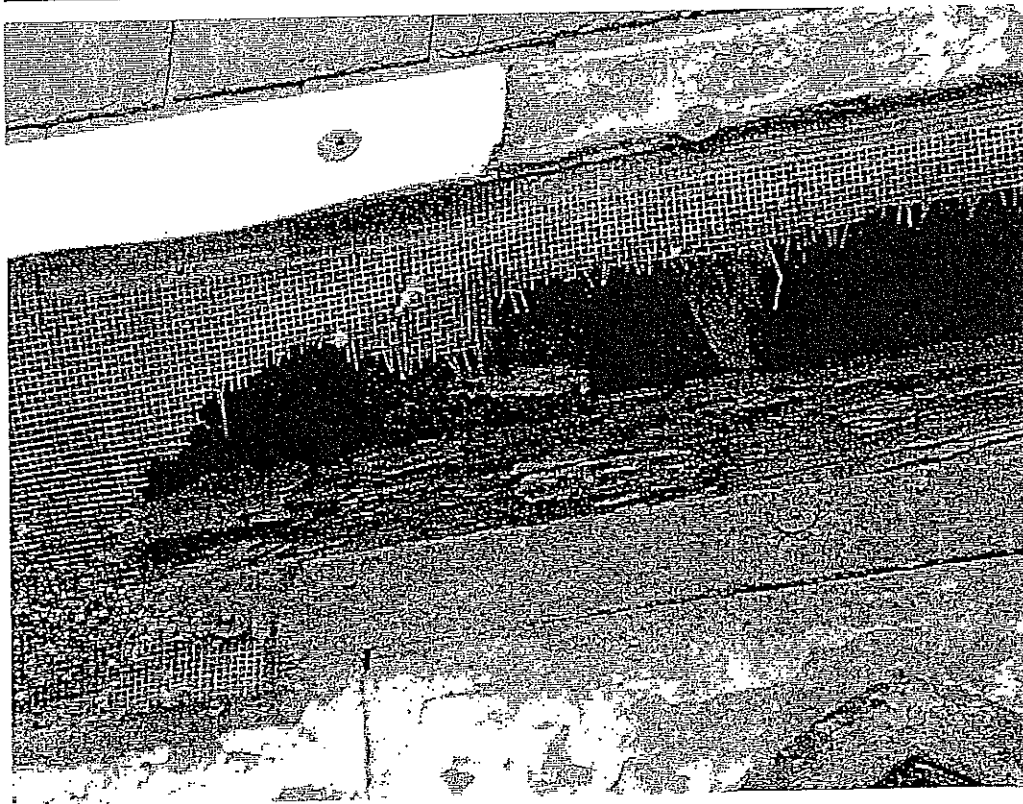


Photograph 24:
Interior leak
location as result of
roof



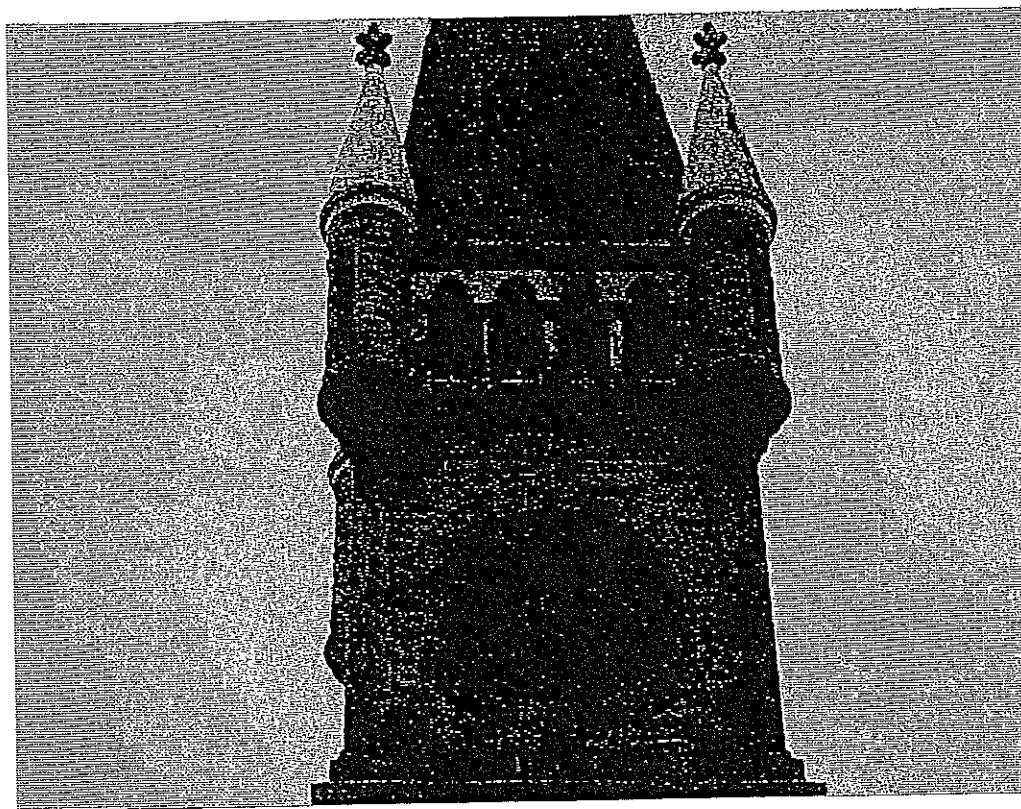


Photograph 25:
Generally poor
condition of wood
and metal work.

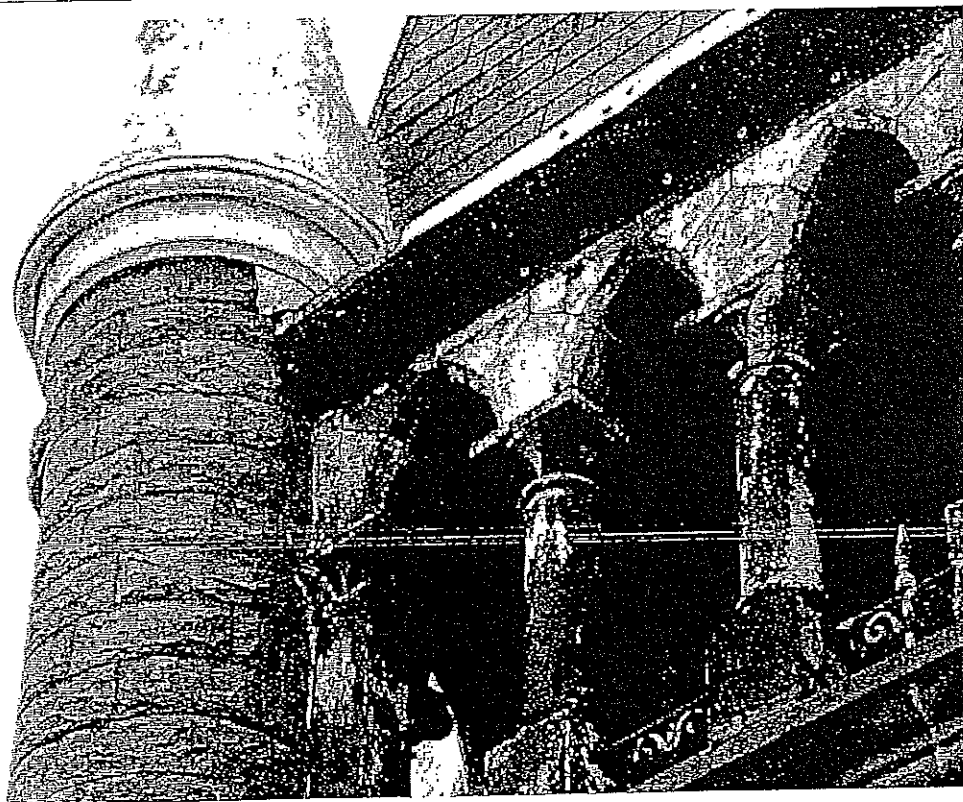


Photograph 26:
Bird screen breach
and rotted wood at
base of main tower
spire.





Photograph 27:
Upper main tower
showing
deterioration in
masonry,
metalwork,
windows, and roof.

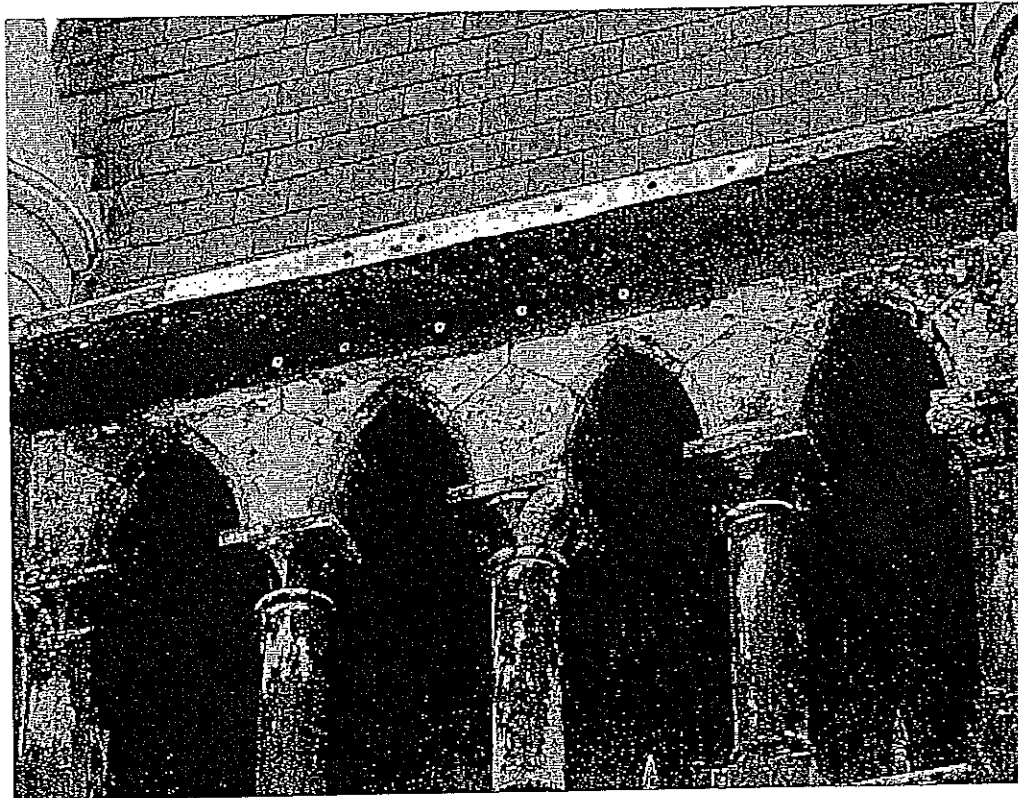


Photograph 28:
Poor condition of
cast iron and metal
work.





Photograph 29:
Cast iron column
failures. Note the
cast iron leaves
that have fallen
from left column
capital.



Photograph 30:
Bird netting failure
and infestation.

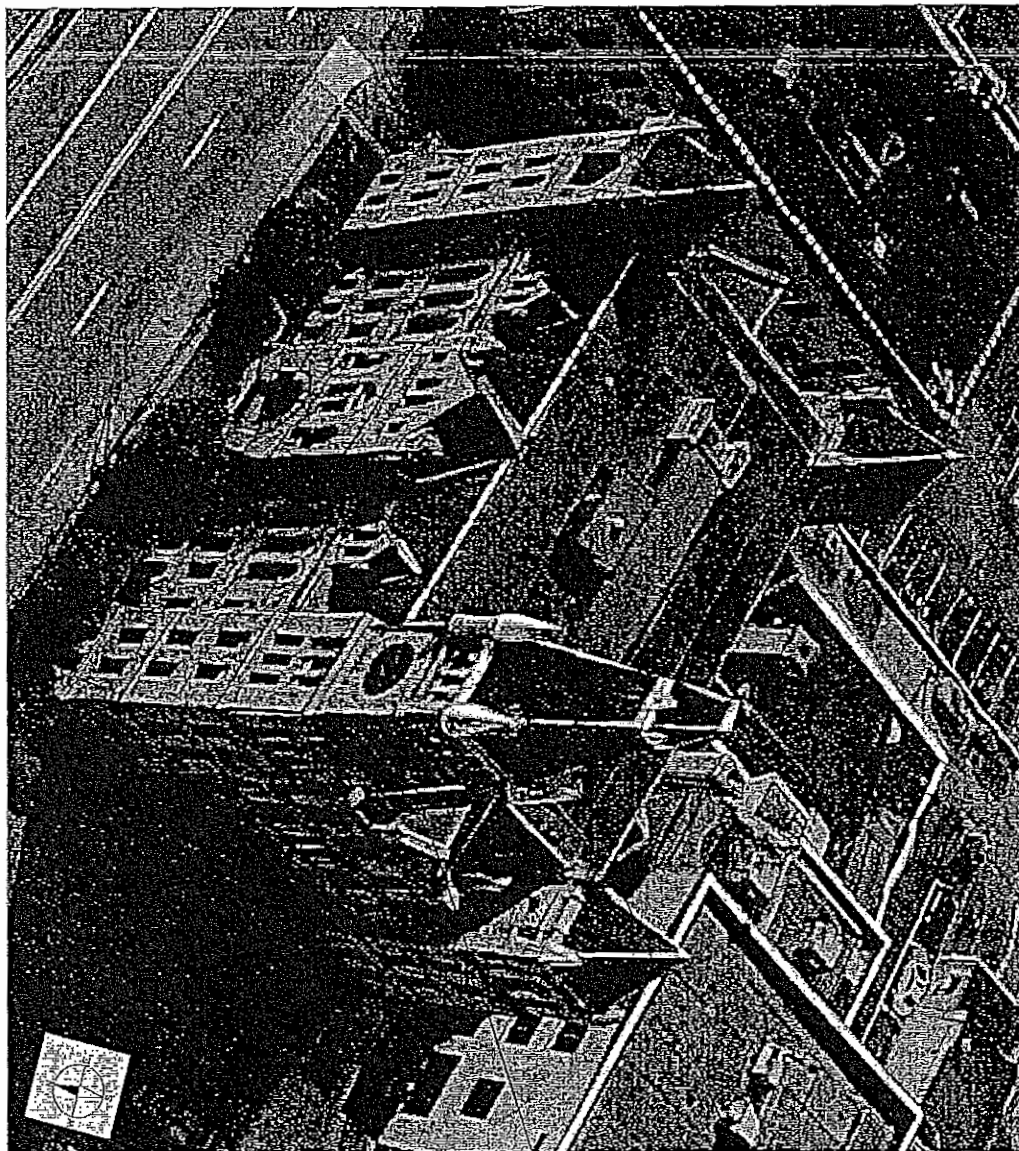




Photograph 31:
Window perimeter
sealant failure
(typical).

APPENDIX B:

Drawings



Accessible open
tower level

Inaccessible tower
levels from here up

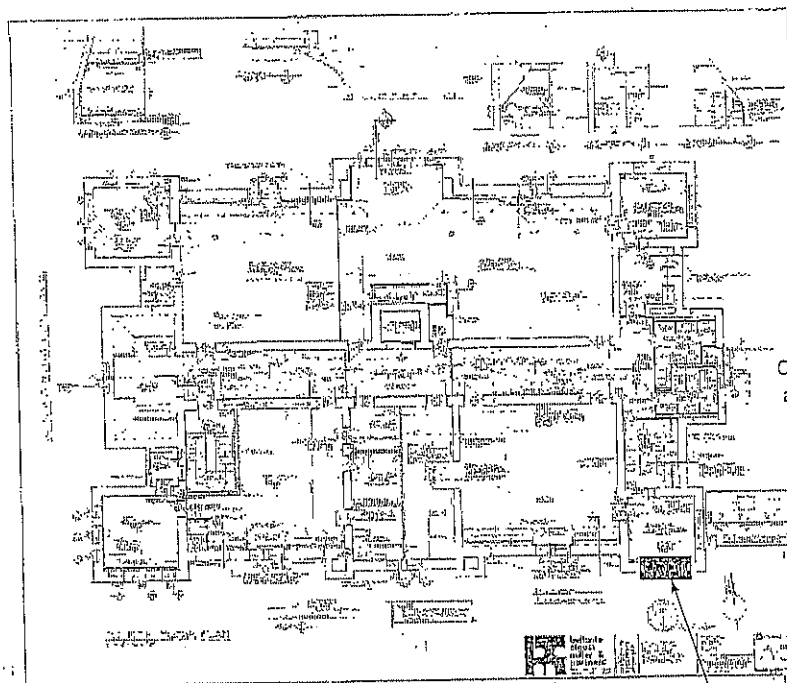
Main tower

DRAWING NO.:
SK - 1

Scranton City Hall
Scranton, PA
Project No.: 201603

Building Overview





4th Floor

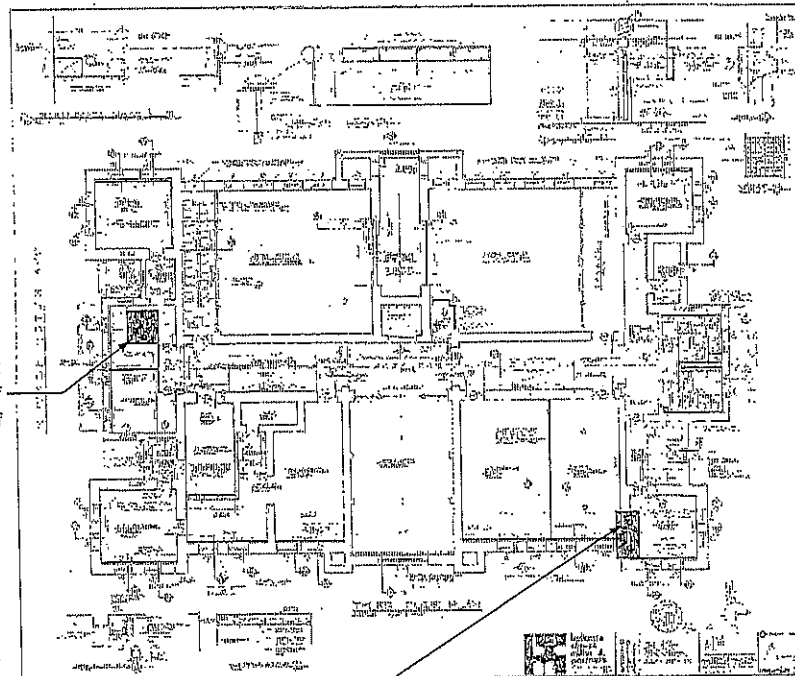
Ceiling leak
as result of
roof

Leak at
interior brick
wall (see
Photo 3)

Key

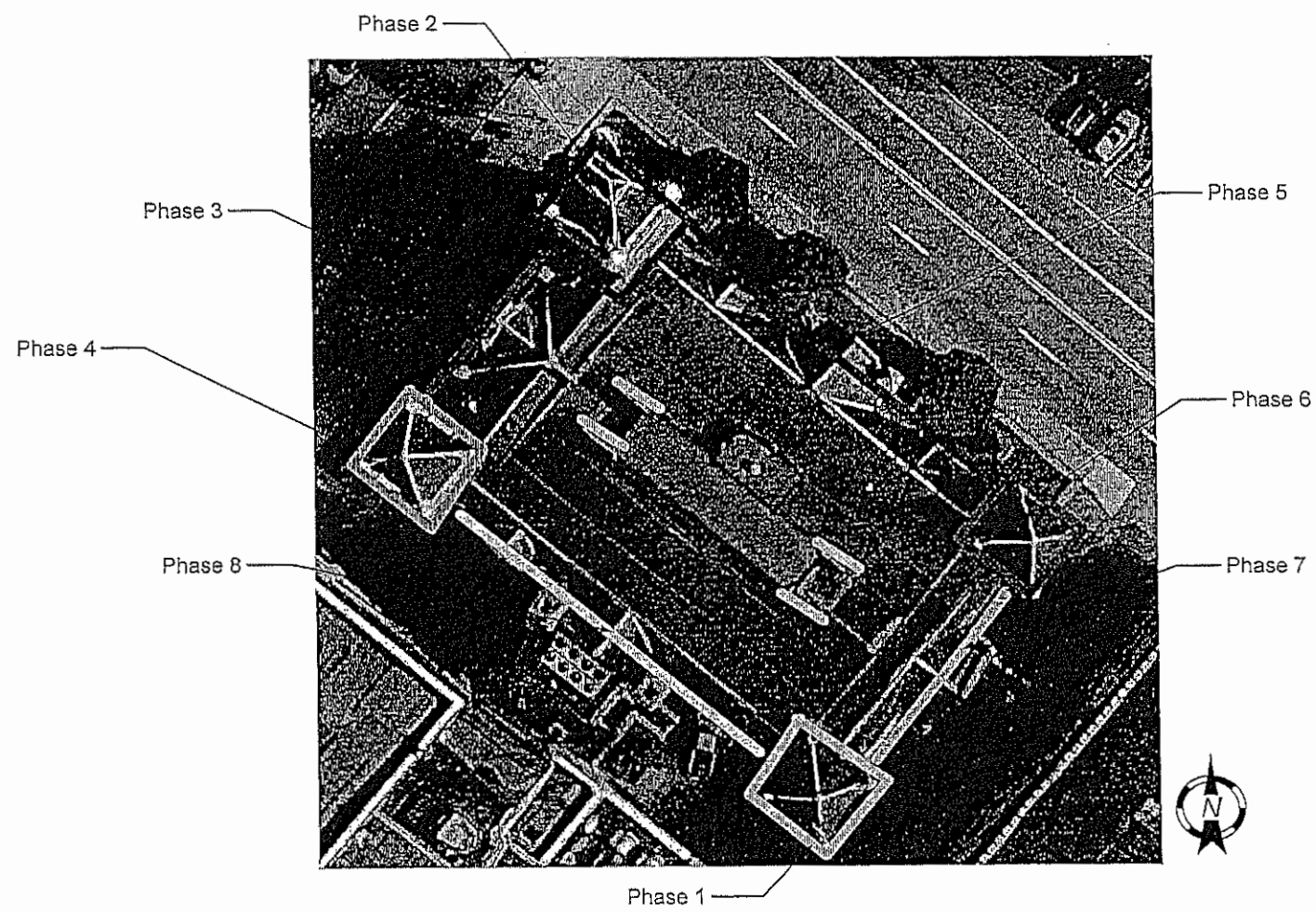


Water infiltration at wall and/or ceiling
Per MPS walk-through and discussion with on-site
maintenance personnel



Moist walls and
plaster (see
Photo 4)

3rd Floor

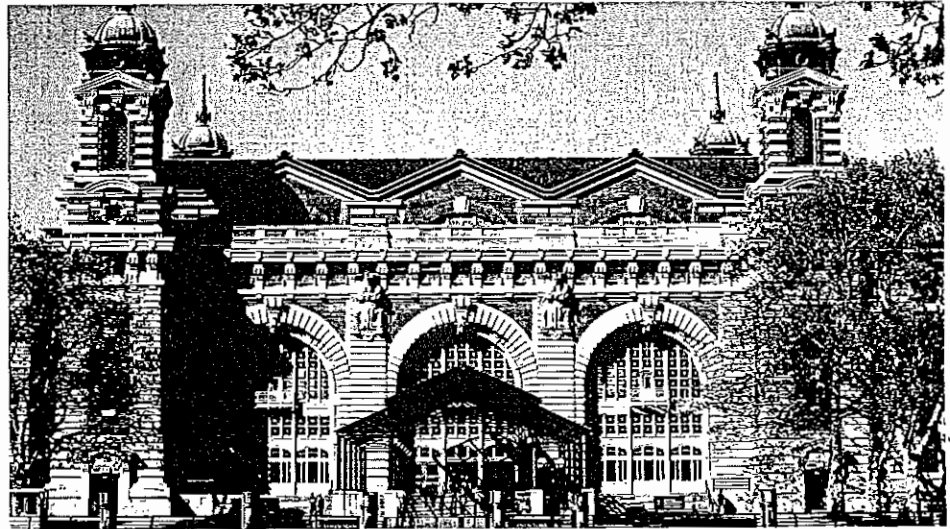
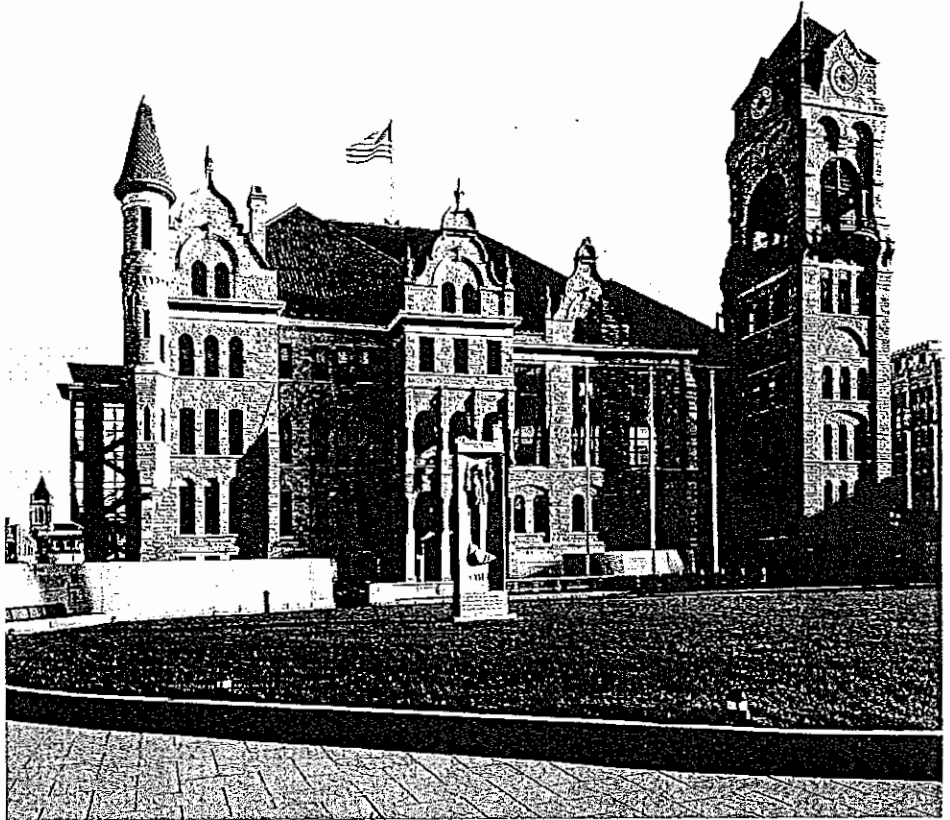
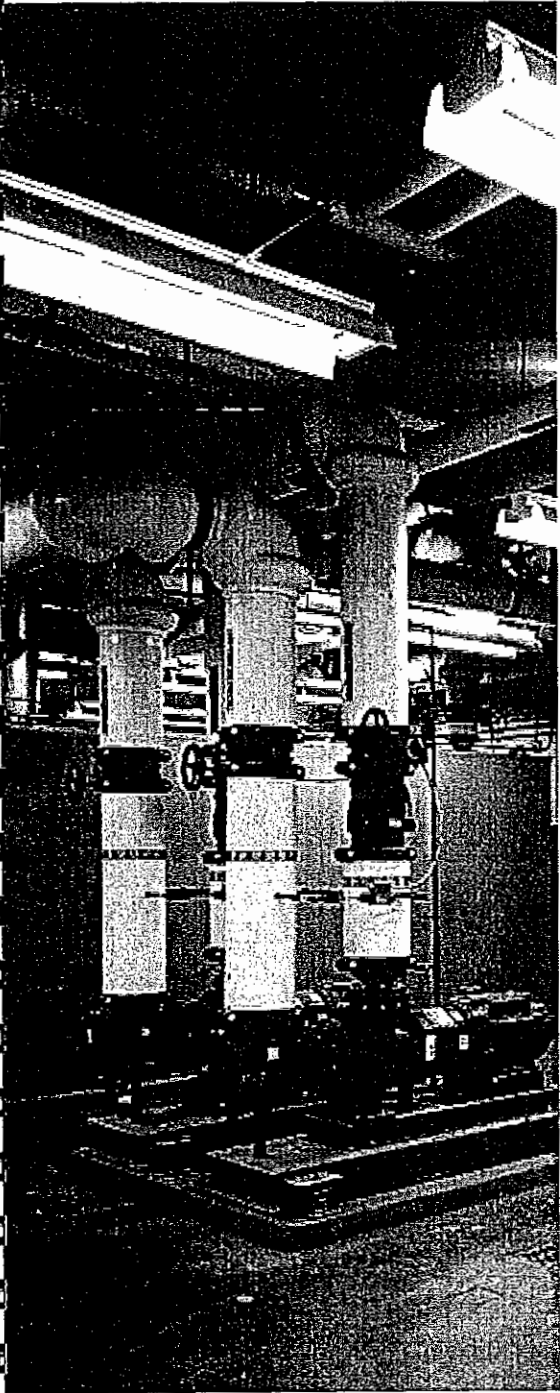


Proposed phasing plan for masonry work. Roofing and other work would need to be coordinated.



Proposal for Professional Architectural
and Engineering Services

City of Scranton Municipal Building Facilities Condition Assessment



Highland Associates Point of Contact

Michael Wolf, AIA, mwolf@ha-pa.com

102 Highland Avenue, Clarks Summit, PA 17015

Phone - 570-586-4334 | fax - 570-586-5990 | www.highlandassociates.com

EXHIBIT

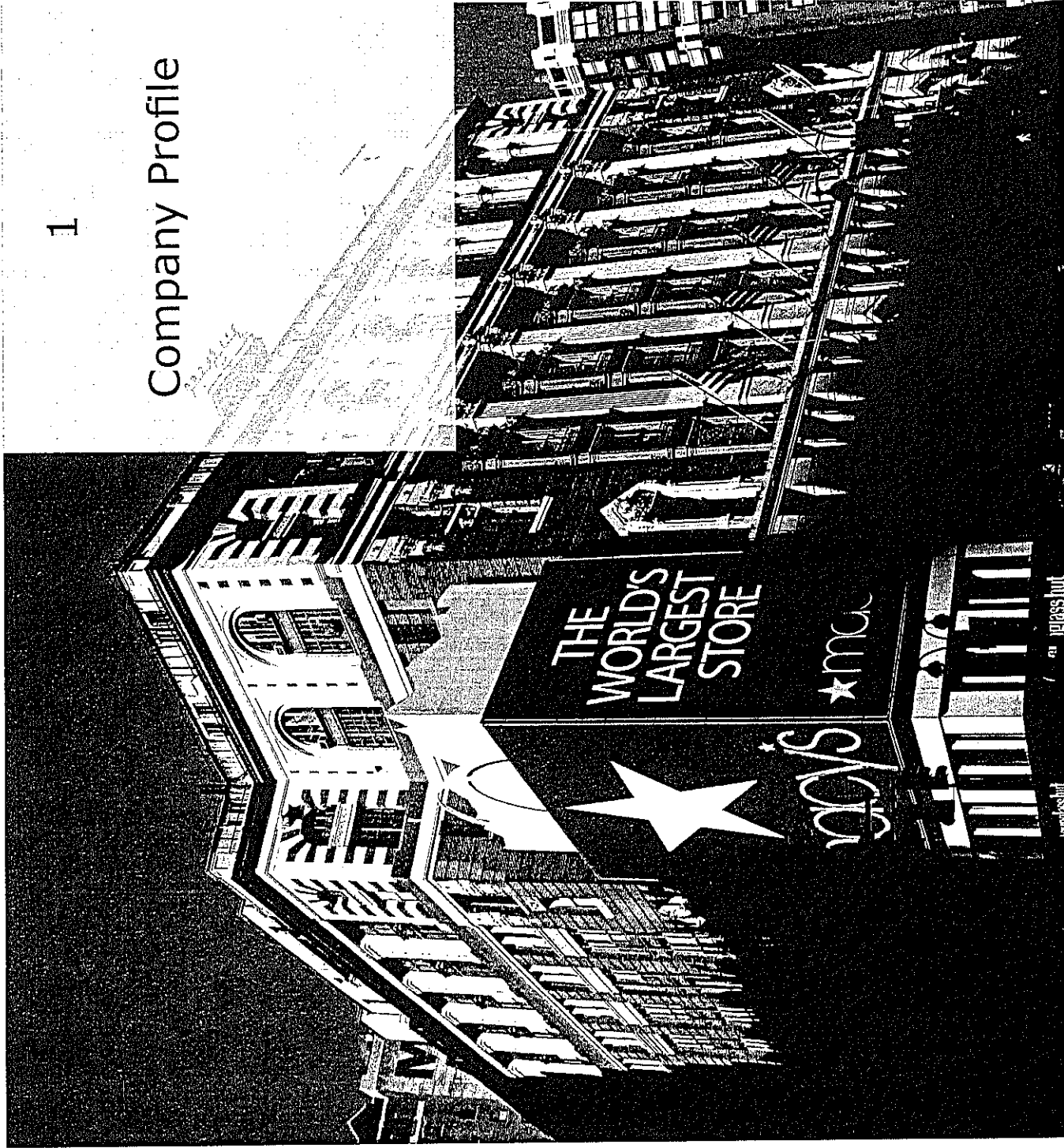
"B"

Contents

- 1 Company Profile
- 2 Experience
- 3 References
- 4 Specific Approach,
Sample Reports and
Management Plans
- 5 Detailed Cost
Proposal
- 6 Additional Information
- 7 Required Forms,
Certificates, Etc.
 - Affirmative Action
Certification
 - Certificate of Non-
Segregated Facilities
 - Non-Collusion Affidavit
 - Disclosure by Current
Contractors

1

Company Profile



Company Profile

Highland Associates is a multi-disciplined architectural, engineering and interior design firm **incorporated in 1988** in the state of Pennsylvania. Highland Associates maintains a staff of **160+ professionals and support personnel** with offices in Clarks Summit, Pennsylvania and New York, New York. **All work will be performed from our Clarks Summit office.**

Dedicated to a creative design approach and informed by experience across multiple markets, we strive to bring value to the clients we serve. Our ultimate goal is to develop a long-term relationship with each client, a relationship based on trust, performance and reliability.

Markets and Client Types we typically service:

- Gov/Public
- Education K12
- Education Higher
- Commercial
- Industrial
- Mission Critical
- Healthcare
- Retail

Firm Stability

2018 marks our 30th year in business with the company averaging \$25 million in annual revenue. Projects execute in a variety of formats including Design/Bid/Build, Design/Build, Integrated Project Delivery (IPD), and Fast Track. Approximately 95% of our work comes from longstanding and repeat client business; a testament to our success and ability as a professional services consultant who is a trusted advisor and good partner to our clients.

Licensing

Highland Associates, Ltd. is registered to practice in the state of Pennsylvania and 22 other states. Reference: PA License #AX003294L. Individuals within the firm who will be responsible for signing and stamping Construction Documents are:

- Michael Wolf, AIA (LLC#RA012660X)
- Richard Guditus, PE (LLC#PE049917E)
- Thomas Millard, PE (LLC#PE054305E)

Prior Experience with the City of Scranton

In 2016 Highland Associates was selected by the City of Scranton to provide a comprehensive architectural and engineering, facility by facility, evaluation in order to determine the condition of the Fire Departments facilities. After submitting a final Multi-Year Capital Plan Report and Building Systems Rating Report, the City of Scranton determined which renovations they wanted completed.

Phase II of this project encompasses 7 Fire Stations located throughout the Scranton Area. The renovations vary for each facility, consisting of finish interior improvements, roof work, toilet room renovations, door and window replacements, electrical and mechanical upgrades, lighting improvements, etc.

Services

Highland Associates offers you a single source of responsibility for all architectural engineering design and project administration. Our permanent staff performs:

Architecture

- Architectural Design
- Building Evaluations
- Construction Documents & Administration
- Code Analysis
- Cost Control
- Facility Master Planning
- Feasibility Studies
- Milestone Scheduling
- 3D Visualization and Animation
- Phasing Plans
- Preservation, Renovation, Alterations
- Programming and Space Analysis
- Site Utilization / Selection
- Sustainable Design / LEED
- Building Information Modeling

Interior Design

- Interior Design Master Planning
- Finish Selections and Documentations
- Furniture Selections, Evaluations and Documentations
- Merchandising
- Signage
- Millwork Design
- Milestone Scheduling and Phasing
- Space Allocation and Utilization Plans
- Programming
- Branding

Engineering Services

- Heating, Ventilation and Air Conditioning Engineering
- Life cycle costing
- Plumbing Engineering
- Electrical Engineering
- Building Technology
- Fire Protection Engineering
- System Commissioning
- Structural Engineering
- Sustainable Design / LEED
- Building Information Modeling
- Computational Fluid Dynamics Analysis
- Commissioning

Combining all of these services under one roof allows for quick coordination and the ability to provide solid information in a timely manner.

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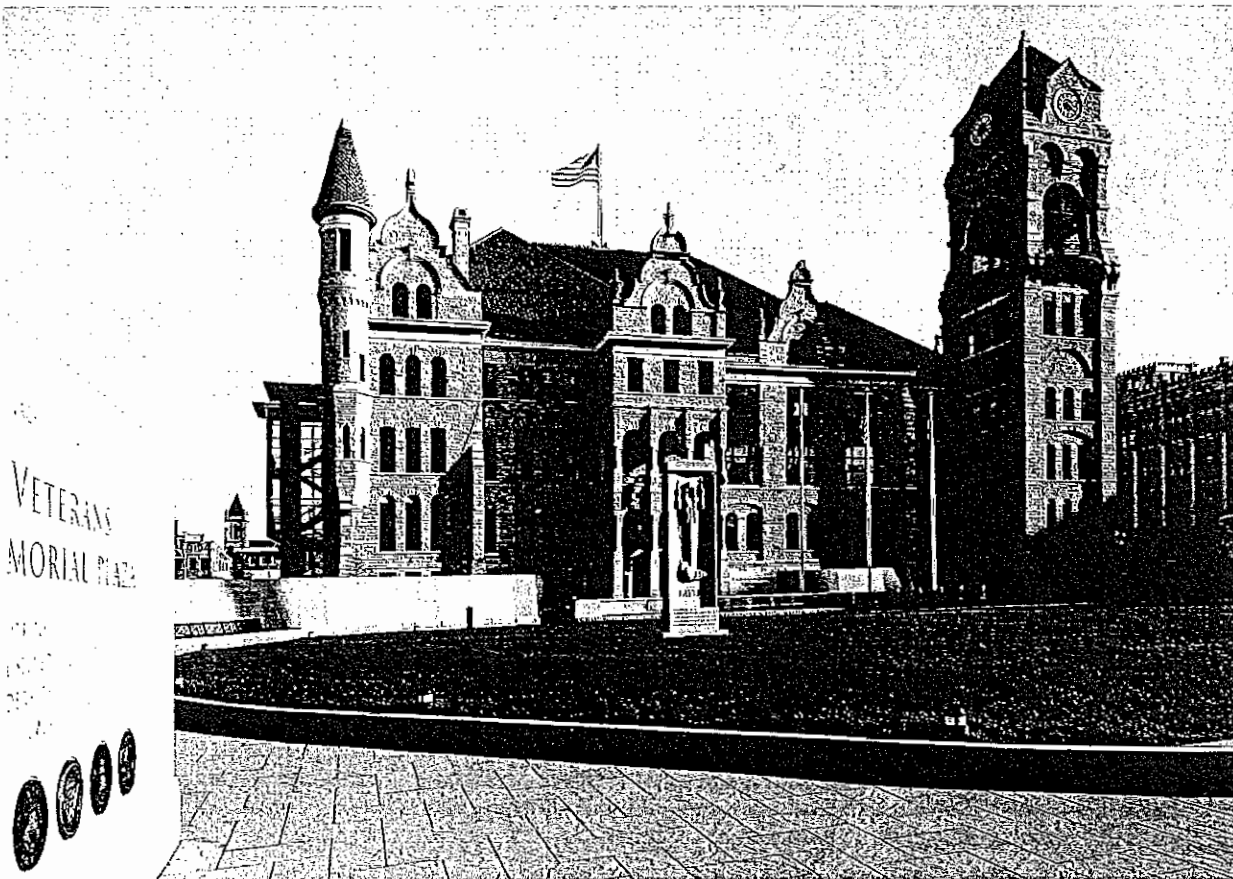
Experience



Throughout our **30 years of experience**, we have had the opportunity to conduct **hundreds of building conditions reports** in multiple markets including municipal, public accommodation, corporate office, healthcare, mission critical, K12 education and industrial. It is this combined experience across a broad range of markets segments that has enhanced the skill sets of our employees, providing added value and benefit to the clients we serve.

As a multi-discipline firm, our assessments include evaluation and report of site, architecture, electrical systems, mechanical/plumbing/fire protection systems, code review, structural, roof, building interior and exterior and other building components. **We have established ourselves as the firm of choice for building condition assessments securing a reputation of "going the extra mile", coupled with technical excellence within a well-managed team.** For the evaluation of the City of Scranton's Municipal Building, we have dedicated a seasoned team, with an average of 20 years or more experience who have **previously worked together on similar projects**. Our team is committed to providing comprehensive evaluations, ensuring the most thorough analysis and understanding of the building condition. Below are projects that showcase our experience.

Lackawanna County Courthouse, Scranton, PA



Highland Associates provided architecture, engineering and interior design services for the **renovation to the 121-year-old Lackawanna County Courthouse** building, included on the **National Register of Historic Places**.

The project included the construction of a new main entrance and exit stair tower. In addition, the existing 65,000-square-foot building was completely renovated. The project houses court related functions such as courtrooms, a law library and sheriff's department as well as office space for the district attorney's and court administration. The work provides handicapped accessibility, enhanced security, building systems and modern technology while preserving the historic integrity and increasing the functionality of the building. This project had a strict time table and needed to be completed while it was fully operational.

A comprehensive facilities condition assessment was performed prior to the commencement of renovation work. This assessment examined the physical condition and functionality of the courthouse with extensive emphasis on the infrastructure, existing and future space needs, architectural preservation as well as green space.

Lackawanna County Prison, Scranton, PA



Highland Associates, in collaboration with Crabtree Rohrbaugh & Associates, completed designs for a **1,166-bed county prison for Lackawanna County** in Scranton, PA.

Highland Associates provided project management, building exterior design, architectural construction documents and all MEP/S engineering while Crabtree, Rohrbaugh & Associates provided planning and schematic design for the new \$32 million dollar facility.

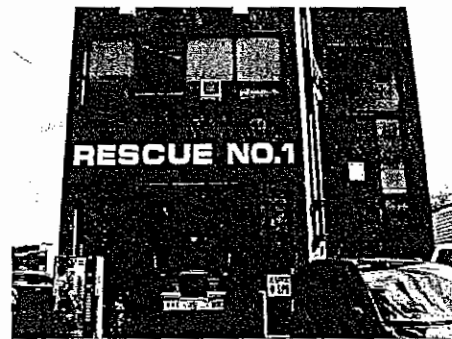
Initial phase of the project involved a complete conditions assessment of the cell blocks and the administration building. The original facility was constructed in the 1890's and had not been upgraded in recent decades to conform to current correctional standards. The condition assessment provided the vital data to determining the viability and cost of renovation or replacement.

The original building, built in the 1890's, was designed to house 250 inmates in approximately 128 cells. The approximate inmate population at the start of construction was 500. The new project consisted of the construction of 424 new cells in four towers. In addition, 288 inmates are housed in the new 11,000-square-foot minimum security area. Construction also included the addition of 14 medical cells and 16 classified cells, as well as the demolition of the existing cell blocks.

The existing Administration Building was renovated. The existing Administration Building, built in the 1890's, consisted of offices, holding cells, visiting rooms and processing areas on the first floor and housed female inmates on the second floor. It was the only entrance to the facility for visitors and inmates. After renovations the Administration Building now houses only Offices. All inmates are housed in the Towers. A new public entrance was provided in another area of the building, and all prisoner intakes and processing is done in the north end of the building through the new Sally Port.

This project was the recipient of the **Golden Trowel Award from the Masonry Institute** for its outstanding re-use of original stone veneer and masonry construction.

City of Scranton Fire Department Facilities Assessments, Scranton, PA

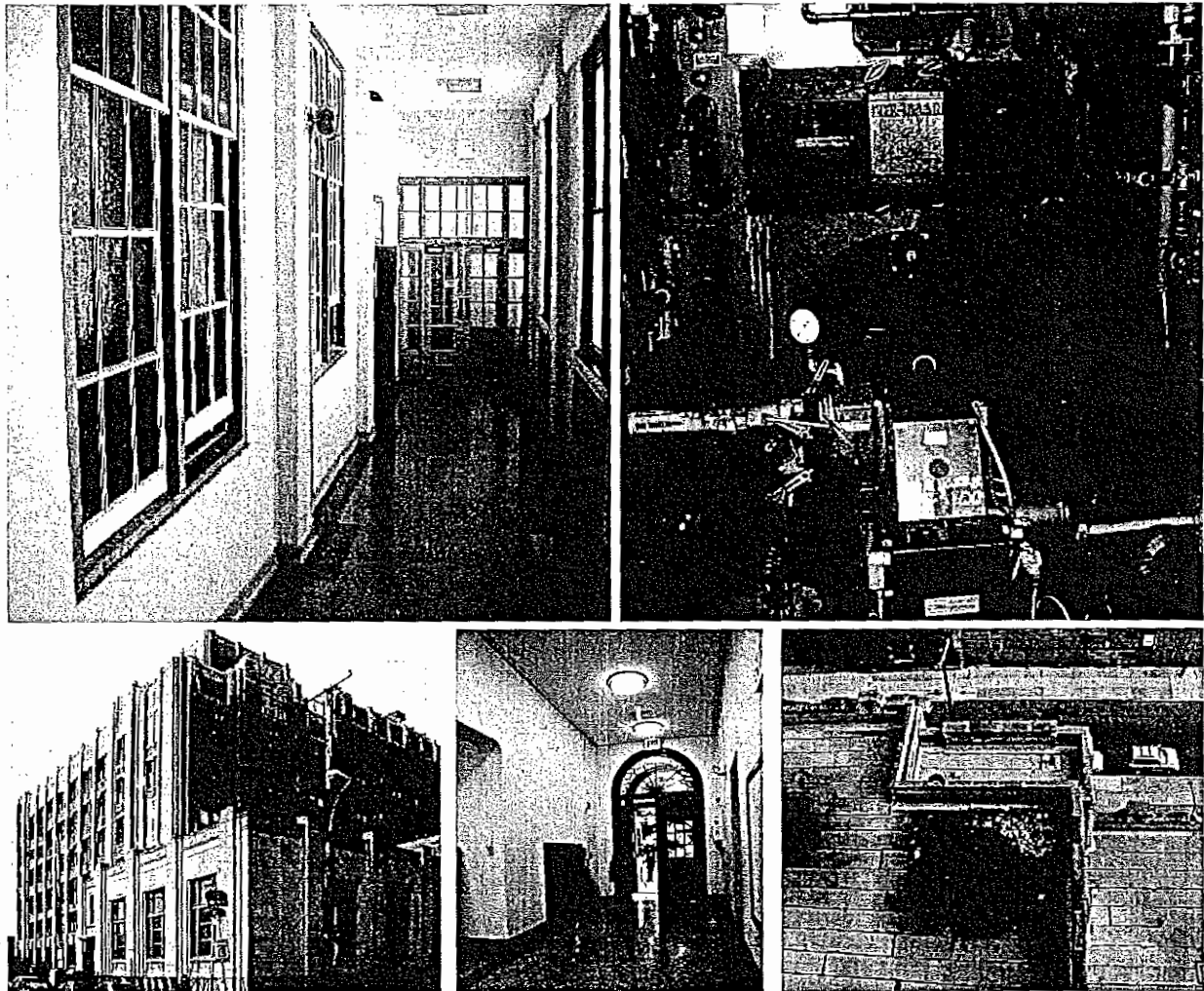


Highland Associates was selected by the City of Scranton to provide a comprehensive architectural and engineering, facility by facility, evaluation in order to determine the condition of the Fire Departments facilities. Areas of evaluation included code compliance, deferred maintenance, potential hazards, and compliance with depreciation/replacement, schedules for roof/windows, heating systems, lighting improvements, ADA and facility issues.

As part of the assessments, Highland met with the Director of Licenses and Permits, Facilities Managers, and appropriate Fire Department personnel to determine future facility modifications including potential additions and upgrades and/or new construction.

Upon completion, Highland presented a draft report to the City and submitted a final Multi-Year Capital Plan Report and Building Systems Rating Report. After submitting a final Multi-Year Capital Plan Report and Building Systems Rating Report, the City of Scranton determined which renovations they wanted completed. Phase II of this project encompasses 7 Fire Stations located throughout the Scranton Area. The renovations vary for each facility, consisting of finish interior improvements, roof work, toilet room renovations, door and window replacements, electrical and mechanical upgrades, lighting improvements, etc. **Part of the renovations included structural repairs of failing stone parapets on the Fire HQ building. Design and construction were monitored by Heritage Consulting in accordance with Historic Structures Guidelines.**

School Facility Assessments/Building Conditions Surveys, Various Locations



Throughout our years in business, Highland Associates has been conducting facility assessments for our K-12 clients as well as clients throughout the various market segments we serve. Our assessments include evaluation and report of site, architecture, electrical systems, mechanical/plumbing/fire protection systems, code review, structural, roof, building interior and exterior and other building components, and are often used for public referendums required before projects proceed.

We dedicate a seasoned team of professionals, committed to any type of building evaluation, ensuring the most thorough analysis and understanding of the building condition. Our team has experience in the following types of building/planning analysis: Building Conditions Surveys, Long Range Capital Facility Plans, District Wide Feasibility Studies, Building Feasibility Studies, District Wide and Specific Building Analysis, Evaluations of Building Equipment or Systems.

In addition, we have extensive experience and are well adept in performing Energy Audits for our clients. Highland has provided Architecture and Engineering services to over fifty one school districts in five states. We have performed various types of building conditions

assessments for nearly each of the fifty-one districts. Below is a listing of some of the clients Highland has performed these services for:

- Abington Heights SD
- Bradford CSD
- Binghamton SD
- Candor CSD
- Carbondale Area SD
- Chenango Forks SD
- Dallas Area SD
- Dunmore SD
- Dryden CSD
- Forest City Regional SD
- Hancock CSD
- Hazleton SD
- Johnson City CSD
- Keystone Central SD
- Mid-Valley SD
- Milton SD
- Montrose SD
- Nanticoke SD
- North Pocono SD
- NYC School Constr
- Owego-Apalachin CSD
- Reading SD
- Richmond City Schools
- Scranton SD
- School District of Phila.
- Southern Columbia
- Tri-Valley SD
- Towanda SD
- Valley View SD
- Wayne Highlands
- Wilkes-Barre Area
- Wyoming Area SD
- Tully CSD

Statue of Liberty/Ellis Island Foundation: Statue of Liberty Life Safety Upgrades and Ellis Island Peopling of America Center

In the wake of the tragic events of September 11th, 2001, the Statue of Liberty was closed indefinitely. Liberty Island was reopened to visitors several months later but Lady Liberty remained closed due to security and safety concerns of the National Park Service. It was apparent the Statue was a highly desirable terrorist target which required a review of the numerous life/safety inadequacies in its current construction.

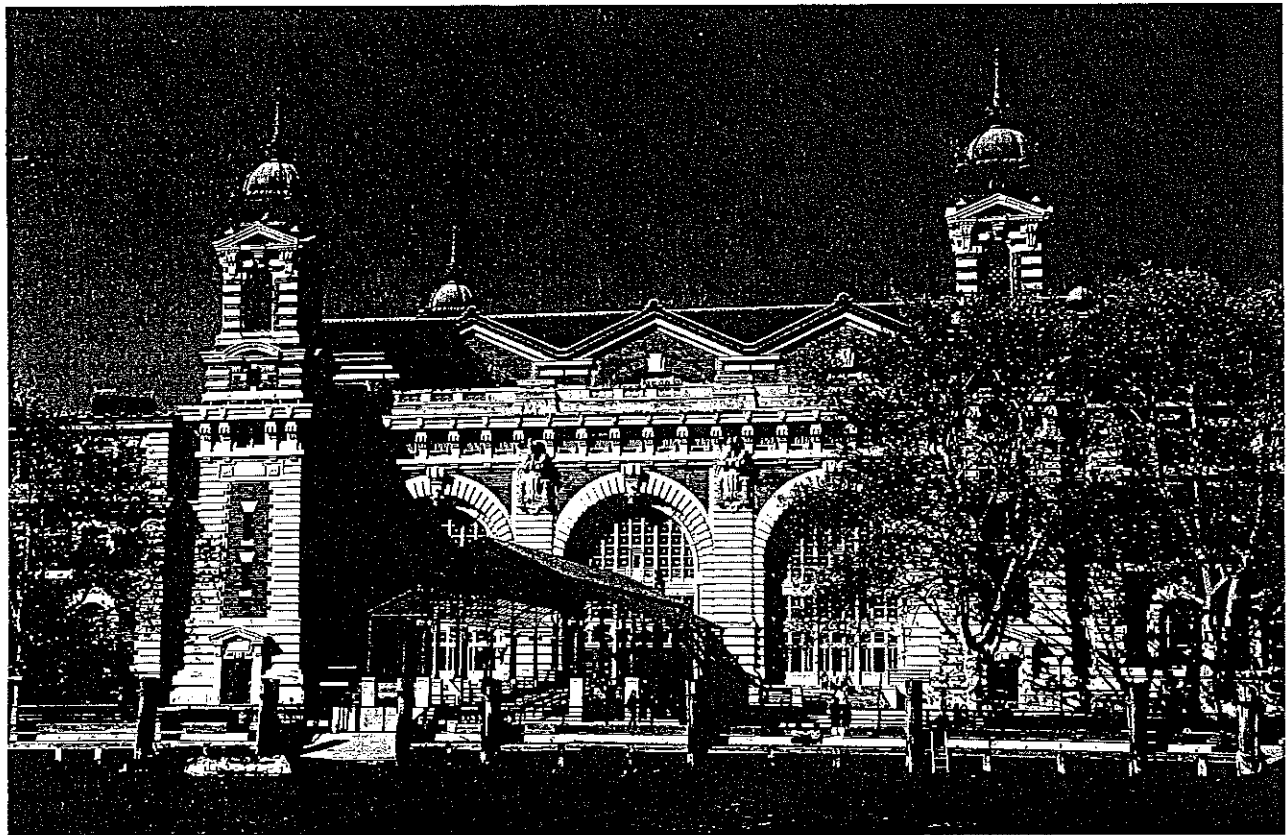
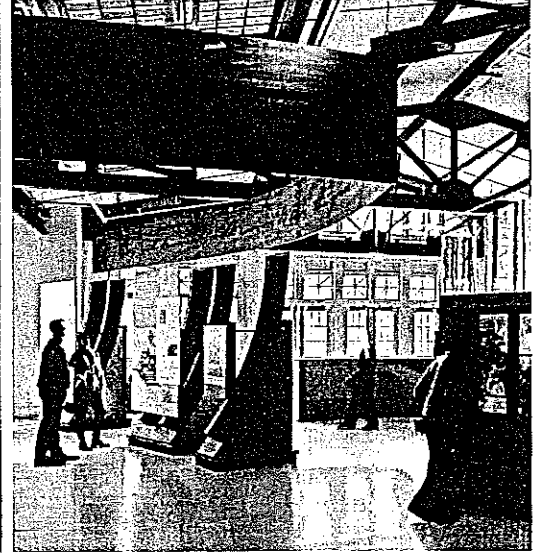
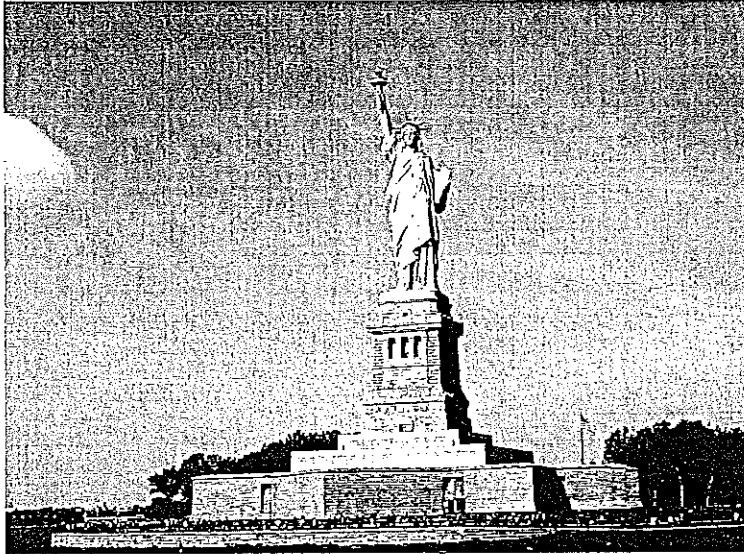
Highland Associates was commissioned as architect and engineer in March 2003 responsible for **analyzing, designing and executing numerous life safety systems required for the Statues reopening scheduled for the summer of 2004.** Working closely with the National Park Service, its advisors and consultants along with the Statue of Liberty/Ellis Island Foundation, **Highland developed a master re-opening plan that included additional exiting, sprinkler systems, fire standpipe, emergency lighting, fire rated corridors, ADA ramps and an upgraded Building Management System which greatly increased the Statues' safety during an emergency.**

In addition, changes instituted by The Park Service that alters the visitor's experience, such as redesigned public spaces, lighting and transparent viewing galleries, were conceived by Highland and made part of the master re-opening plans. Highland is extremely proud to be part of this historic renovation.

Our relationship with the Statue of Liberty/Ellis Island Foundation continues as we were then **commissioned as Architect and Engineer to complete the renovation of the New Immigration Building and the Kitchen and Laundry Building located on Ellis Island.** Highland worked closely with the National Park Service along with numerous consultants of the Statue of Liberty/Ellis Island Foundation to transform the two buildings into efficient and modern facilities.

The New Immigration Building houses the relocated National Park Service offices and operations, which moved from the first floor of the Kitchen and Laundry building. The first floor of the Kitchen and Laundry building became an expansion of the Immigration Museum that is located in the Main Building. This new expansion is called "The Peopling of America Center" which opened in May of 2015.

Highland developed a complete renovation plan that includes exterior restoration, interior architecture, exiting, emergency lighting, sprinkler, fire standpipe and HVAC systems. Highland is extremely proud to have been part of this historic renovation.



Mount Saint Mary College Dominican Center, Newburgh, NY



Mount Saint Mary College is located on 51 acres overlooking the western banks of the Hudson River in Newburgh, NY. Chartered in 1960, this private 4-year college has grown to an enrollment of approximately 2,300 undergrad students and 400 graduate students.

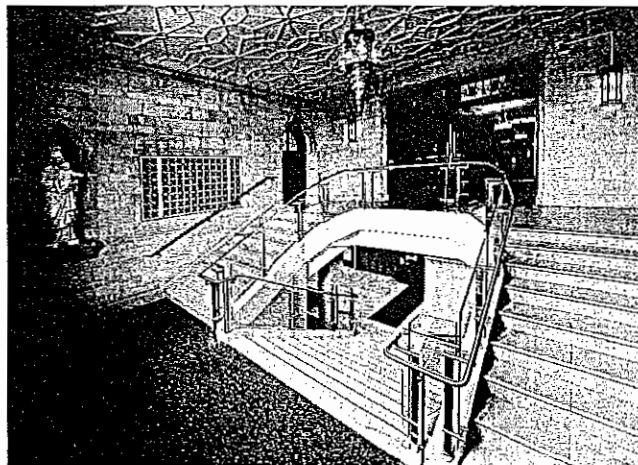
As a result of this growth, the College purchased a 100,000 square foot, brick masonry five-story building. **Originally constructed in 1929**, the steel frame structure was expanded in 1929 and 1954.

Following a comprehensive assessment of the building, Highland

Associates provided Architecture, Engineering and Interior Design services for the renovation that included the following spaces:

- The First Floor, containing library space, associated work spaces, stacks and servery/dining areas, an accessible entry/exit and outdoor seating.
- The Second Floor, containing library space with open seating, computer labs, seminar/study rooms, circulation desk and staff office areas.
- The Third, Fourth and Fifth Floors accommodating student housing space with approximately 150 beds and associated relevant spaces such as lounges, laundry, restrooms and exercise space.
- Mechanical & Electrical systems that were removed and replaced.

The new **Dominican Center** maximizes student collaboration, provides academic space to support faculty and staff, and has improved access to a technology rich, educational environment that provides the opportunity for educational and social interaction. The design of the new Dominican Center makes a strong statement about Mount Saint Mary College's commitment to education and the learning environment.

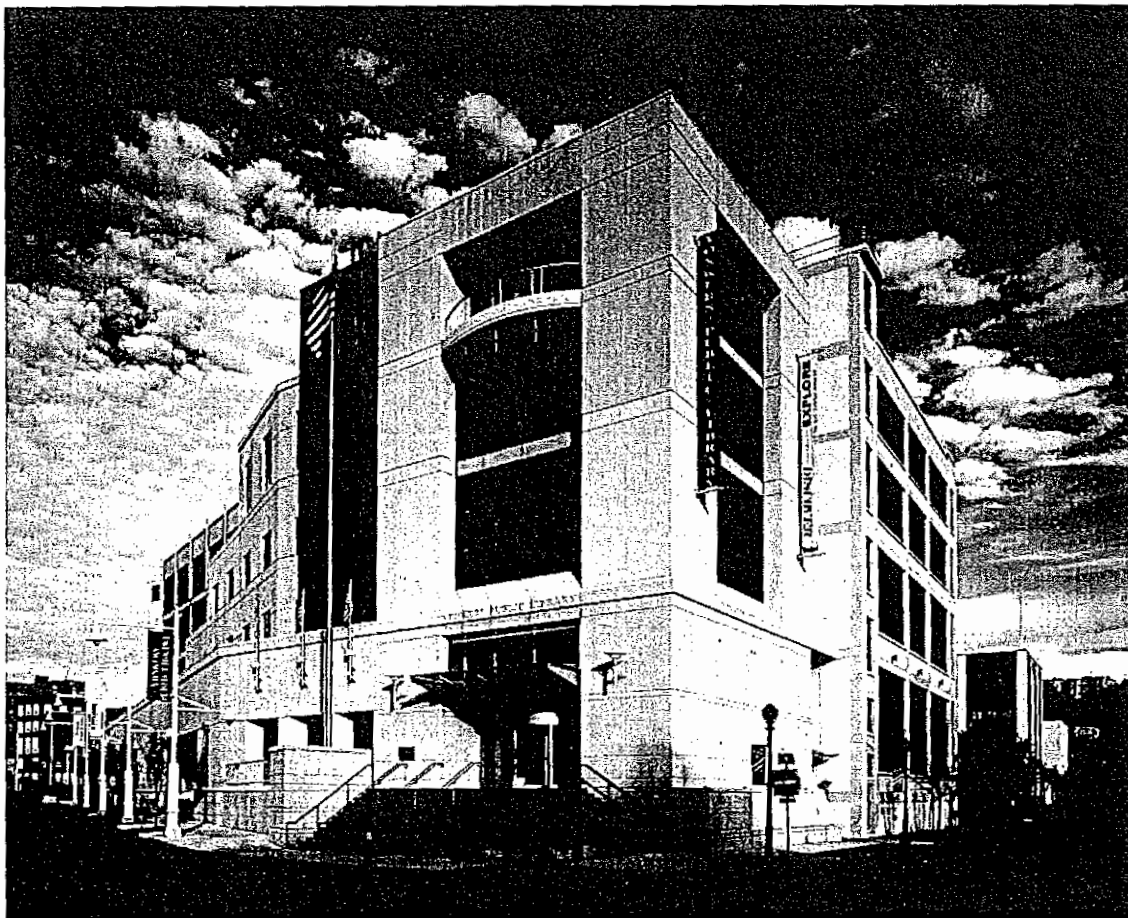


Yonkers Public Library and Board of Education Offices, Yonkers, NY

Highland Associates won a competition by invitation for renovations and an addition for the **Yonkers Public Library and Board of Education Offices**. The **National Development Council and City of Yonkers selected Highland Associates to design the project**. The 120,000 sq. ft. four-story industrial building was built in 1923 for the Otis Elevator Company but was no abandoned. Located by the waterfront and diagonally across from the Yonkers train station, it occupies a prominent location in the civic landscape. The renovation project brought the Public Library and Public School functions together, thereby revitalizing an important part of the City. Besides renovations, an 80,000 sf addition was added to the entire front face of the building.

The building design was inspired by the location on the waterfront, the industrial style of the existing building, the dual tenancy, and the context of Larkin Park and the Federal Style United States Post Office located to the south along River Street. Primarily, however, was the overlying concept that this structure would become the new Cultural Center for the city of Yonkers, as well as, the catalyst for the revitalization of the downtown waterfront district for the city of Yonkers.

This project received the AIA Northeast Pennsylvania Chapter Honor Award, the BOMA International BOMA/West Chester County Office Building of the Year Award – Government Building Category, the National Brownfield Association Phoenix Award, as well as the International Downtown Association – Economic Development Award.



Macy's Herald Square Renovation, New York, NY

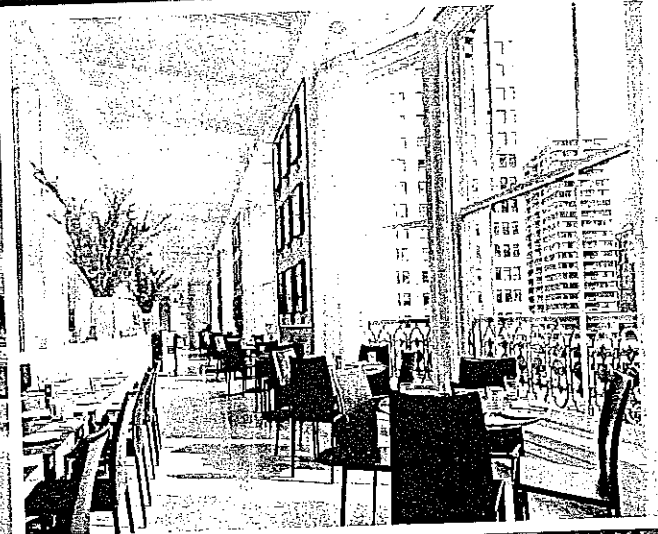
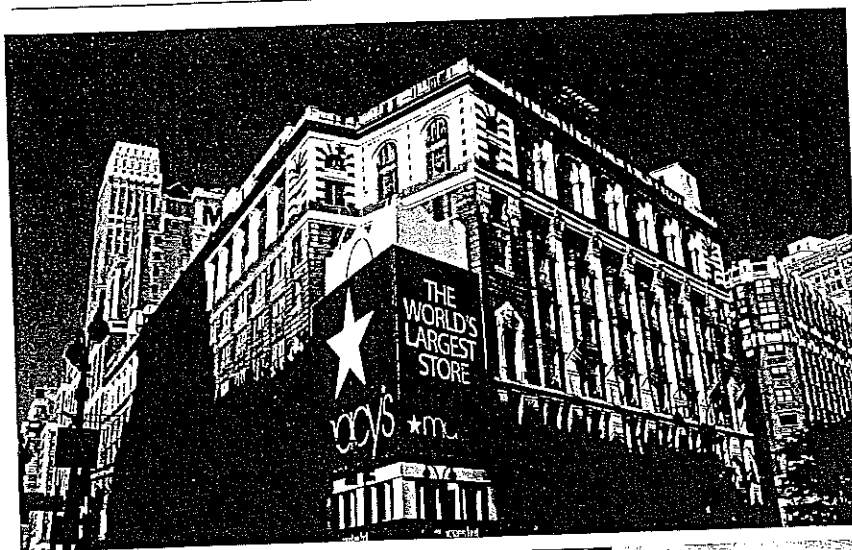
Macy's, Inc. undertook an unprecedented, 4-year renovation that reinvented and elevates the shopping experience at Macy's flagship store at Herald Square in New York City. Work began in early spring 2012 on the \$400 million project and continued in phases until completion. **Every department and the exterior of the building was improved over the life of the project.** The store remained open and operating during construction, with the location of some departments shifting temporarily.

Key elements of the remodel project include:

- A 100,000-square-foot expansion of the store's selling space to a total of 1.2 million square feet by opening up space currently used for stock and offices and extending the mezzanine level.
- Infusing technology and new media into the shopping experience, including interactive store directories, a system to stream live video feeds of Macy's events nationwide and new wayfinding signage.
- A new table-service restaurant on the sixth floor with window access along Broadway. The all-new restaurant will be among 22 restaurants and foodservice stations throughout the store that will accommodate seating for about 1,100 customers — an increase of nearly 40%.
- **A restoration of the store's exterior to re-capture its original grandeur. The "Memorial Entrance" on 34th Street was restored and reopened. Windows along Broadway, 34th Street and Seventh Avenue, which have been covered up over the years, will be reopened. Windows on the upper floors will also be uncovered to allow more natural light into the building. Sidewalks will be replaced, with Macy's branded paved "welcome mats" added at every entrance. Awnings and canopies reminiscent of the original building will be added. New exterior lighting highlights the building's architectural details.**
- **Preservation of 42 of 43 historic wooden escalators in the current store — a unique and distinguishing feature of Macy's Herald Square.**
- Expanding and upgrading amenities. Nearly 300 additional fitting rooms will be added. Restroom facilities will be added and improved.
- **Operating systems to improve environmental sustainability, including a new energy management system and expanded use of LED lighting, that is expected to reduce annual energy use by 15% to 20%.**

The first portion of the current Macy's Herald Square store was opened in 1902. The store was expanded in three additional phases to its current form by 1931. The current building includes nearly 2.2 million gross square feet.

Highland Associates worked with Macy's, Inc.'s internal planning, design and construction team on the Macy's Herald Square renovation program, with master planning support from New York based STUDIO V Architecture. Component elements were designed by Highland Associates as well as, New York based Kevin Kennon Architects and Westchester, Ill. based Charles Sparks + Company.



Additional Experience:



Highland Associates has worked on many projects within the City of Scranton's Central Business District which is on the National Register of Historic places. Projects include the renovations of the former Globe Store for Diversified Technology's Corporate Offices, Wyoming Avenue; Southern Union Corporate Headquarters on Lackawanna Avenue; The Jefferson Annex Building renovation on Jefferson Avenue; renovations to the former Penn Security Building, North Washington Avenue and exterior renovations to the Scranton Cultural Center, North Washington Avenue. Work on these projects ranged from complete facilities assessments, new construction, renovations and restorations.



Highland Associates provided design services at Vassar College for the renovation and restoration of The Vassar Alumnae House. The three-story building was constructed in 1924 in an American Gothic Tudor style and currently operates as guest accommodations and event space. The alterations were essentially an infrastructure improvement project, but were undertaken with an emphasis on preserving the integrity of the historical architecture. Throughout its life the building endured the overlay of several layers of electrical wiring, mechanical, fire protection and plumbing, as well as communications and technology wiring. Most of these elements were surface-mounted and exposed, detracting from the historic character of the building. Additionally, the ornate, original plaster ceiling in the dining room (visible in antique

photographs) had long since been destroyed, and a hopelessly inappropriate acoustical tile ceiling was left in its place.



The project goals included an overhaul of the outdated systems with specific intention to remove all exposed components. Eventually, the project expanded to include the design of a complete HVAC system for the entire building.

Highland Associates provided full architectural and engineering services for the renovation of a 9,000 square foot historical Kirby Hall at Wilkes University. The building was erected in 1873-1874 as a residence and was obtained by the University in 1941. Kirby Hall now houses classrooms and faculty office space for the English department.

The project included extensive interior renovations as well as upgrades to the mechanical and electrical systems. The challenge was to integrate modern system requirements into this historical building. This was accomplished with the selective construction of chases and soffits. Electrically, all wire mold was

erased from view. Period style lighting was carefully selected and placed within all prominent areas to ensure maximum impact could be achieved within budget.

The bones of the Victorian structure were regal, but it suffered from many decades of modern upgrades, most occurring in the early 1970's. Wall-to-Wall carpeting was removed, and wherever possible, the newly exposed original parquet floors were refinished. Original plaster trims, moldings, medallions and coffered ceilings were painted in a three-to-four color scheme highlighted with gold leaf. The woodwork was cleaned, polished, resealed and repaired. Richly detailed carpeting and wall coverings were carefully selected. Through the use of "period sensitive" interior finishes, the grandeur of the building was enhanced and the historical character of the building was preserved without sacrificing the durability and safety requirements of its current use.



Highland Associates worked with **Morgan Stanley** over the last several years to provide MEP engineering services to support the firm's Metro New York area expansion strategy. **This strategy entailed a phased growth encompassing approximately 1.5 million square feet in the Metro New York area. This included consolidation and expansion in existing Morgan Stanley Headquarters located at 1585 Broadway as well as new lease locations.**

Working with the Morgan Stanley in-house real estate, corporate services, and engineering personnel as well as outside real estate entities and design architects, **we developed criteria for analyzing potential**

sites, lease reviews, building evaluations, ranking of proposed sites, detailed infrastructure analysis, as well as full MEP design services for the fit out of multiple floors at their Headquarters location at 1585 Broadway, as well as infrastructure improvements to the building. In addition, we provided full MEP design services for the fit-out of 4 floors at their eventual selected downtown location at 1 New York Plaza representing nearly 200,000 square feet.

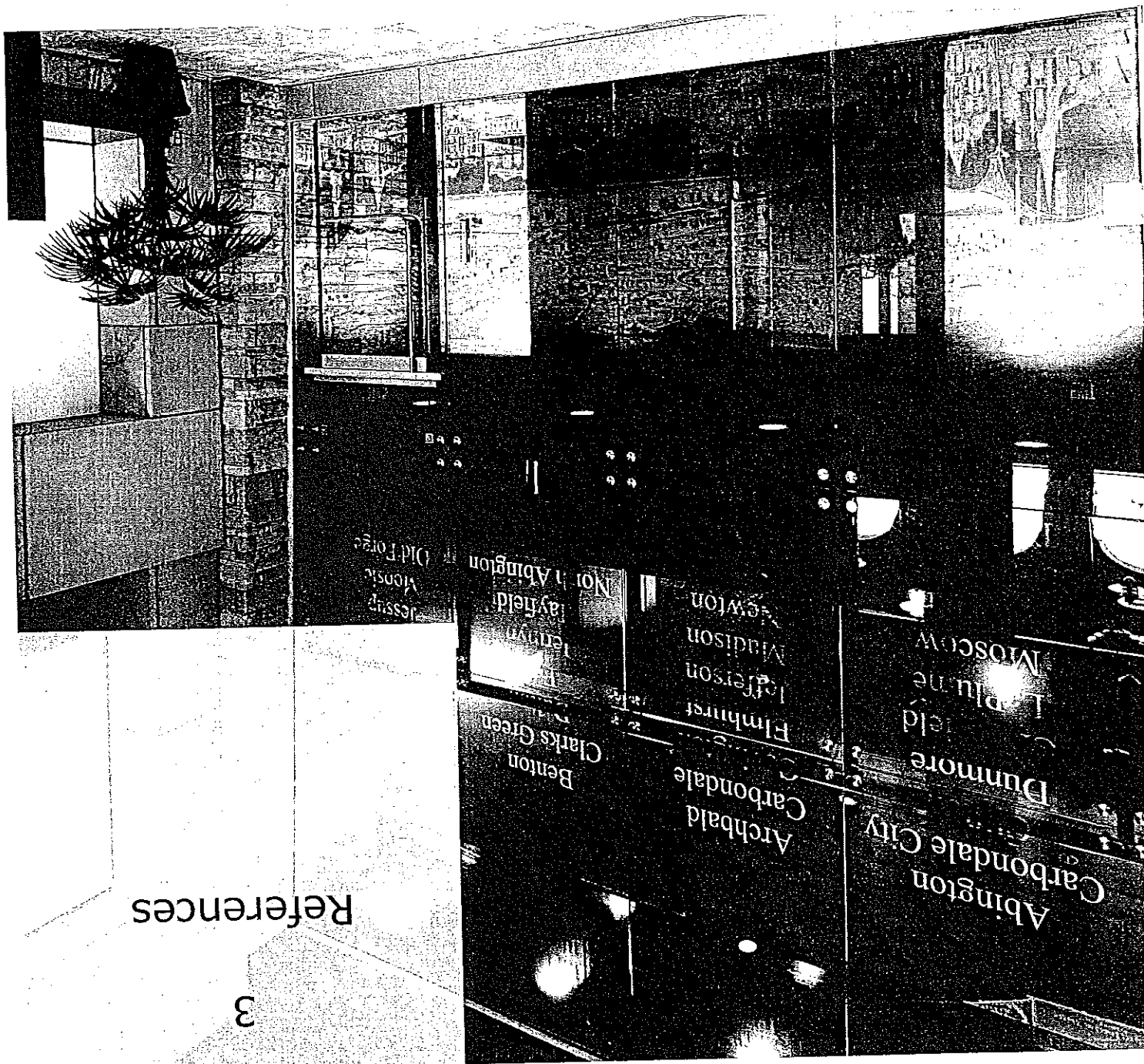


Highland Associates was selected as Project Architect and Engineer for the **renovation and restoration of an existing cast-iron building in New York City's Historic SoHo district for Bloomingdale's.** Highland Associates' diverse retail experience in architecture, engineering and design for numerous Federated Department Stores uniquely qualifies us for this special project.

The interior of the **land marked building** constructed in 1860 was completely renovated to install state-of-the-art elevators and infrastructure to support the new 6- story retail environment. **The building's facade was restored to its original 1860's glory while a modern intervention of stainless steel and glass at the entry engages the shopper to browse SoHo's First Department Store.** Dramatic fiber-optic lighting that emphasizes the building's classical arches will be installed and an 18-foot high banner will further identify the store's presence. The City of New York is supported this project as it served as a catalyst to the downtown redevelopment program.

References

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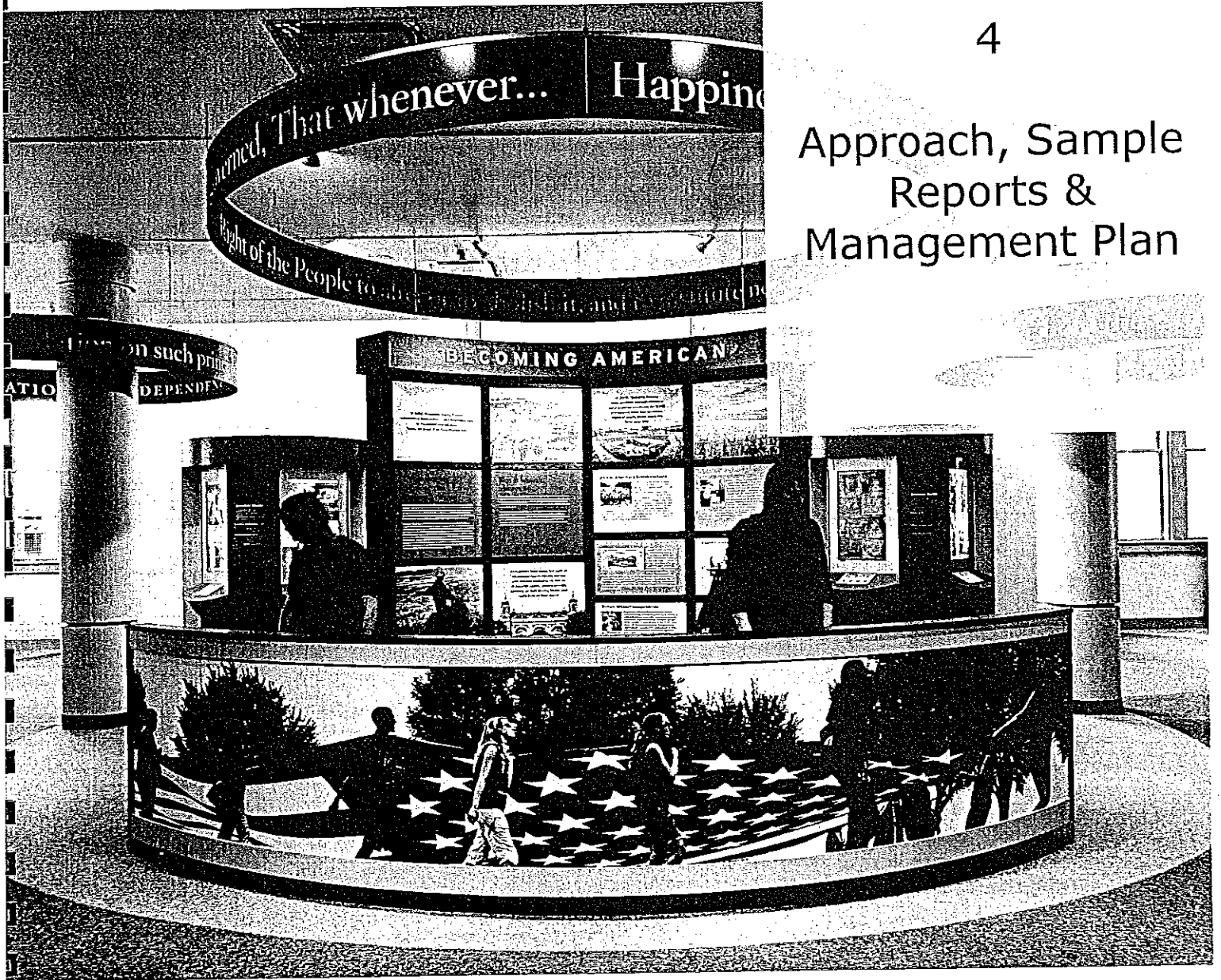
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Approach, Sample Reports & Management Plan



Highland Associates has assembled a **seasoned team of professionals** in order to prepare initial evaluations and make recommendations on the appropriate Historic preservation, structure, infrastructure systems, equipment, etc, deemed necessary. In addition, our team will work with the City of Scranton to establish an overall budget and devise a phasing and implementation plan. Our team has been involved with many registered historic projects, including several landmark buildings. Our project experience includes many buildings that were not on the historical register, but remain highly regarded community assets and contribute to the historic fabric of their communities. We bring an inherent understanding of the value and worth placed on such building and have found that it plays heavily upon the final design solution.

As a management tool, The Facilities Condition Assessment report will assist with the phasing of work, acquisition of funds necessary for completion of anticipated projects, and will identify those deficiencies that are most acutely in need of repair. As a secondary function, this report will be instrumental in the development of detailed treatment recommendations for individual tasks. It will also serve in the treatment and handling of individual components (e.g. framing, windows, etc.). Finally, this report will serve the City of Scranton employees in the hands-on care of the building by identifying deficiencies and related treatment recommendations.

A Sample Report can be found in Section 6: Additional Information.

Scope of Project and Objectives

The Condition Assessment determines in a comprehensive way the current condition of the various structural and architectural elements and features of the building. In addition, it indicates those deficiencies that could lead to further damage.

In order to meet these objectives, the project team will complete a detailed visual evaluation of installed systems at the building (i.e. environmental, site systems, structural, roofing, exterior, mechanical, electrical, plumbing, fire and life safety, conveyance, interiors, disabled access) and will produce a Condition Assessment. The actual condition of each item that will be evaluated will be rated as Good, Fair, or Poor. The feature will also be rated as Critical, Serious, or Minor to indicate the significance of the deficiency of the feature. **Façade inspectors shall conform to ASTM standards.**

A list of Character Defining Features should also be developed for both the interior and the exterior of the building. A character defining feature is a feature that significantly contributes to the overall appearance and "feel" of the structure. The identification of these features is important because it assists in determining which features are critical to preserve and maintain. This list also aids in determining which type of preservation treatment is most appropriate.

Prioritized treatment recommendations will also be developed for each deficiency to assist in the planning phase and preservation of the building. **The treatment recommendations will comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties.** Treatment recommendations will be arranged to indicate Critical, Serious and Minor levels of treatment.

KEY ISSUES

The design team will meet with the management team of the City of Scranton in order to determine the key issues to be addressed by the Condition Assessment. As an example, such key issues might include:

- Identification of the visually apparent condition, installation date, remaining useful life and deficiencies at the Property to include all systems and elements set out below. This list is only

a suggestion based on our current information. The purpose of the management team meeting will be to define the systems and elements to be observed in detail.

- Recommendations and opinions of cost to overcome deficiencies deemed to be critical.
- Recommendations and opinions of cost for potential capital projects over a 10-year period following the project to overcome critical deficiencies.

STRATEGY EMPLOYED TO MEET KEY ISSUES

The strategy employed to meet almost any key issue that might be included in the scope of work will begin by performing a visual assessment of the interior, exterior and site components of the building. The primary purpose of this assessment will be to identify visually apparent deficiencies in the building and site. The evaluation will include site visits to observe the building and site systems, interviews of building management and maintenance personnel, and a review of available maintenance systems, design and construction documents and plans.

The assessment of the interior, exterior and site components of the building will include the following major components and systems:

Site Systems

- Parking
- Removal of storm water.
- Evidence of poor drainage and/or erosion potential.
- Pedestrian access
- Condition of site concrete.
- Limestone paving stones and steps.
- Fencing, handrails, landscaping.
- Exterior lighting.

Roof System

- Low slope roof system
- Sheet metal roof system/snow guards
- Slate roof
- Sheet metal flashing
- Skylights
- Roof penetrations
- Accessories
- Drainage system

Building Exterior Elements

- Limestone walls – damaged stone/staining/failed joints
- Decorative limestone features
- Sheet metal flashing
- Exterior vents
- Brick veneer – failed joints
- Leaded glass windows – glass setting/lead comes/glass/perimeter sealants/weather-stripping
- Metal windows – frames/glass setting/glazing/sealants/weather-stripping/finish condition
- Wood windows – condition of wood/window units/glazing/putty/finish condition/ weather-stripping /perimeter sealants
- Metal doors and frames – condition of metal/perimeter sealant/paint condition/hardware

Interiors

- Code Compliance
- Wall construction, finishes
- Stairs, elevator

- Toilets
- ADA
- Signage (code and non-code)
- Utilization of spaces, expansion
- HVAC systems, indoor air quality, energy efficiency
- Plumbing systems, water reduction
- Fire Protection
- Electrical distribution system, grounding
- Lighting, emergency lighting, feature lighting
- Fire Alarm, Security, Data/Telephone
- Retention of historic elements

Grant and Utility Rebates

Highland will assist the City's Grant Writer in pursuing available grants that may become applicable based on the determination from the Building Conditions Survey of the required repairs and modernization.

Highland's past experience with funding and grant assistance includes various agencies and programs related to energy and economic development including PIDA, RACP, HUD, Economic Development Agency, Historic Tax Credits, 179D Investments Credit, New Markets Tax Credits, FEMA, Department of Homeland Security, Department of Energy, Energy Efficiency and Conservation Block Grants (EECBG), Brownfields Grants, Growing Greener, Alternative Energy (solar, geothermal, biomass) Energy Systems as well as utility promoted rebate programs.

Highland has completed and assisted in programs at Montgomery County (Energy Efficiency and Conservation Block Grants) and Perry County (DOE Alternative Energy program for geo-thermal).

Management Plan

Leadership is our responsibility as we manage the process from design to completion. Proper guidance throughout the various stages of design and construction are necessary to ensure project success. We believe that communication, trust and teamwork are hallmarks of our practice. Our project team, comprised of principals, project managers, architects, engineers and interior designers, listen to the unique requirements of each project and strive to deliver the best possible project on time and within budget.

Highland Associates' current **workload** positions us to give this project the **immediate attention of the staff designated for assignment**. We are actively prospecting for new commissions, and welcome the opportunity to work with The City of Scranton on this project.

Highland Associates standard management procedure is to include a review and verification of the Client's desired occupancy and cost goals as part of the initial kick off meeting. An overall design and construction time and **event schedule is developed** shortly thereafter. The **schedule** will also list any information or decisions that are required, the party responsible for providing that information/decision, and the date by which resolution is required. The client is asked to review and approve the schedule which will then serve as the basis for assigning staff, and completing the various design phases. The schedule is reviewed at the various Phases of the project (Schematic Design, Design Development and Construction Documents) relative to the status of the work and adherence or deviation from schedule. Strategies for remedial action are established in the case of time shortfalls or missing information. Updated schedules are issued as required.

Maintaining the in-house Project design schedule is a mutual responsibility of the Project Manager and the Department Heads of each design discipline. Once the design team is assigned, progress and coordination reviews are conducted on a biweekly basis at minimum. Highland Associates' Managing

Partners and Department Heads meet every Monday morning to discuss the project schedule requirements. Accordingly all project schedules are established or modified within the context of Highland's overall workload. Highland has an excellent reputation for completing projects within the required time frames set at the project kick-off.

Depth of Staff

The team Highland identified for this RFP brings the relevant project experience necessary for a facilities condition assessment. In addition to the most relevant projects presented, the Highland Associates team also brings extensive experience in renovation, restoration, adaptive reuse/building repurposing and new construction. Listed below are additional notable regional clients/projects that our team members have also been involved with many, if not all of the below:

Children's Advocacy Center of Scranton
Toyota Sports Complex/Coal Street Municipal Park
DeltaMedix at The Market Place at Steamtown
Diversified Technology Corporate HQ/Formal Globe Store
The Boys and Girls Club of NEPA
Lackawanna County Jefferson Annex

Scranton Cultural Center
Scranton DPW, Maintenance Garage
Scranton Parking Authority
SLIBCO
Southern Union Corporate Headquarters
VaxServe/Formal Woolworth Building



HIGHLAND
ASSOCIATES
Architecture | Engineering | Interior Design

PRINCIPAL-IN-CHARGE

Michael R. Wolf, AIA*

PROJECT MANAGER

Carlo P. Romaldini

ASSISTANT PM

Drew Marcinkevich

ARCHITECTURAL

Architecture

Charles J. Consagra, AIA,
NCARB
Christopher Police, RA

Interior Design

Denise S. Luikart

Cost Consulting
INTERNATIONAL
CONSULTANTS, INC.

Michael C. Funk

ENGINEERING

Mechanical

Anthony J. Lello, PE
Joseph A. Hunt

**Plumbing/Fire
Protection**

Robert P. Yadouga, CPD

Electrical

Thomas W. Millard, PE LEED
AP BD+C*
Richard Clift, PE

Structural

Eric D. McAndrew, PE

SPECIAL SERVICES

Historic Building Structural Eng.

O'Donnell Naccarato
Jason Coleman

Historic Building Consultant

Heritage Consulting
Cindy Hamilton

Roof Consultant

Mark J. Sobeck Roof Consulting, Inc.
Mark J. Sobeck

Geo-Technical

Geo-Science Engineering
and Testing, LLC
Richard Scheller

Stain Glass Window Consultant

Associated Crafts® / Willet Hauser®
Architectural Glass Inc.
Mark Davidson

Hazardous Materials

Alicon Environmental Inc.

*Available if scope requires
these services*

Quality Control

Richard J. Guditus, PE*

* Individuals within the firm who will be responsible for signing and stamping Construction Documents

Team Member Biographies**Michael R. Wolf, AIA, Principal**

Role on this Project- Principal-In-Charge

Mr. Wolf brings over 30 years of extensive experience in management and design coordination of multi-disciplined projects throughout the Mid-Atlantic States. This experience includes projects for Municipal, Public Safety, county / state / federal government agency, commercial, education, institutional, health care, retail, industrial and military clients. As Principal-In-Charge he will be the point of contact with the City on all contractual matters and he will participate in all formal presentations. Mike will also provide overall guidance to the team in all tasks as well as participating in all key team meetings. Mr. Wolf will also perform periodic review of deliverables during the various stages of project development for quality control/quality assurance and adherence to schedule and budget.

Relevant Experience: City of Scranton Fire Department, City of Scranton Department of Public Works, Lackawanna County Court House, Lackawanna County Prison, Southern Union Corporate Office, Mount Saint Mary College Dominican Hall, Yonkers Public Library and Board of Education Offices

Carlo P. Romaldini, Associate Principal

Role on this Project- Project Manager

Carlo brings over 30 years of experience in all aspects of architecture with his experience encompassing building adaptive reuse, renovation/repair, additions and new construction. He has worked on projects across a broad spectrum of client types including Municipal, Public Safety, county/state/federal government agency, corrections, commercial, and industrial clients. Mr. Romaldini will have overall supervision of staff and any sub-consulting team members. He will participate in all formal presentations and team meetings as well as being the City's primary point-of-contact on all matters associated with this project. Carlo will lead field surveys for building condition, oversee development of drawings, conduct code review, prep of building conditions and compliance reports.

Relevant Experience: City of Scranton Department of Public Works, Lackawanna County Public Safety Center (911), Lackawanna County Prison, Lackawanna County Court House, Wilkes University Kirby Hall Renovation, Yonkers Public Library and Board of Education Offices

Drew Marcinkevich, Senior Associate

Role on this Project- Assistant Project Manager

Mr. Marcinkevich has been practicing in the architectural field since 1993. As assistant project manager, he will coordinate with Carlo in keeping the project on schedule and within budget. His experience includes field surveys, construction coordination, estimating of building construction, project coordination, quality control and project management. Drew's analytical ability and construction field experience enable him to perform a comprehensive analysis of building materials, systems and construction methods. He has successfully managed projects for a variety of clients including Public Safety (EMS/FIRE/POLICE), county/state/federal government agency, corrections, commercial, industrial, and institutions of education.

Relevant Experience: City of Scranton Fire Department Facilities Assessments, City of Hazelton Annex Building, Northampton County Corrections, Multiple K12 District Wide Facilities Assessments, Wilkes-Barre Scranton International Aircraft Rescue and Fire Fighting Facility and the Lackawanna County Public Safety Center.

Charles J. Consagra, AIA, NCARB, Principal**Role on this Project – Director of Design**

Mr. Consagra has been involved all aspects of planning and design since 1980. Charlie understands how to transform the challenges of design into opportunities to create environments that make economic and environmental sense.

Charlie joined Highland Associates as a Principal in July 1988. As an Architect and manager, he is directly involved in the design and implementation of projects varying in scope from hospitality, public buildings and major retail, to office and health care facilities. His experience in master planning, programming, design and project management has given him the expertise to handle any project regardless of scale and complexity.

Relevant Experience: Lackawanna County Court House, Mount Saint Mary Dominical Center, Wilkes University Kirby Hall Renovation, Vassar College Alumnae Hall Renovation, Southern Union Headquarters, Diversified Technology Headquarters, Yonkers Public Library and Board of Education Offices

Christopher Police, RA, Associate**Role on this Project- Architecture**

Christopher is skilled in the art of clarity and efficiency of design bringing a methodology that balances design with client objectives. His efficient designs embrace creativity while reconciling complex technical and functional requirements. Mr. Police has worked on a variety of projects encompassing new construction, renovation, adaptive reuse, and building expansions. He is accomplished in understanding constructability of design having gained knowledge and practical experience across a broad spectrum of clients types, including municipal, public safety, civic, higher education, K12, healthcare, commercial office, and industrial.

Relevant Experience: City of Yonkers Fire House #1, City of Yonkers Department of Corrections, Montgomery County Corrections, Children's Advocacy Center of Scranton, and the Boys and Girls Club of NEPA.

Denise S. Luikart, Associate Principal**Role on this Project – Interior Design**

Ms. Luikart has experience in comprehensive planning and interior design. She works in close collaboration with the architectural design team and the client. Successfully integrating the disciplines of planning, architecture and interior design, her technical acumen ensures functional results by adeptly blending conceptual design development with a mastery of detail.

Relevant Experience: Lackawanna County Public Safety Center; Lackawanna County Prison; Vassar College Alumnae Hall Renovation; Wilkes University Kirby Hall, Wilkes-Barre/Scranton International Airport Café, Lounge and Gift Shop; Multiple K12 District Wide Facilities Assessments, City of Yonkers Fire House, and Diversified Technology Corporate Headquarters, Mount Saint Mary College Dominican Center

Anthony J. Lello, PE, Associate Principal**Role on this Project –Mechanical Engineer**

As the Director of Mechanical Engineering, Mr. Lello brings extensive experience in the design of heating, ventilating and air conditioning systems. He has been involved in the design of both new construction and renovation projects for municipal, public safety, educational, healthcare, industrial and corporate clients throughout Pennsylvania, New York, and New Jersey.

Relevant Experience: Mount Saint Mary College Dominican Center, Wilkes-Barre/Scranton International Airport, Aircraft Rescue & Fire Fighting Facility; Multiple K12 District Wide Facilities Assessments, Lackawanna County Jefferson Street Annex; Scranton Department of Public Works Facility; and Scranton Parking Authority, Yonkers Public Library and Board of Education Offices

Joseph A. Hunt, Associate**Role on this Project - Mechanical Engineering**

Mr. Hunt has been working in diverse aspects of the engineering field since 1995. He brings comprehensive experience designing plumbing, fire protection and HVAC systems for educational environments. Joe's keen understanding and ability to translate a concept into technical specifications has led to a robust portfolio of work. Joe lends his analytical and mathematical abilities to aid in problem solving and provide cost effective, long term solutions for his clients.

Relevant Experience: Wilkes-Barre/Scranton International Airport New Terminal Building, Parking Garage and Infrastructure Upgrades; Multiple K12 District Wide Facilities Assessments, Geisinger Commonwealth School of Medicine; Scranton Parking Garage; and Scranton Hotel and Conference Center.

Robert P. Yadouga, CPD, Senior Associate**Role on this Project - Plumbing/Fire Protection Engineering**

Since 1981, Mr. Yadouga has a broad range of experience in the design of plumbing and fire protection systems for diverse building types including municipal, public safety, civic, hospitals, educational, offices, data centers, research and development laboratories and department stores. Bob is well versed and knowledgeable in National Building Codes and National Fire Codes. His diligence in staying abreast of these codes coupled with his ability to deal with local building officials and to value engineer a project to minimize costs have proven him to be a team asset.

Relevant Experience: Lackawanna County Prison, Mount Saint Mary College Dominican Center, Scranton Parking Garage, Statue of Liberty Concession Building, Multiple K12 District Wide Facilities Assessments, Electric City Parking Garage, Scranton Conference Center and Parking Garage, and the Wilkes-Barre/Scranton International Airport Parking Garage.

Thomas W. Millard, PE, LEED AP BD+C, Principal**Role on this Project - Electrical Engineer**

Mr. Millard began his engineering career at Highland Associates in 1994. As a Highland Principal and Director of Electrical Engineering he proactively leads his team in tackling tough design questions and creating structures that maintain the highest standards. Tom excels at staying abreast of next generation tools that technology has to offer and he is able to provide high performance electrical, telecommunication and IT solutions for the built environment. He is highly skilled in bringing state-of-the-art and integrated energy strategies to his designs. His depth and understanding of building operations and performance drives innovation with major new and retrofit projects. Tom works to the highest standards in the quality of design, documentation and service all while meeting clients' needs and budget considerations.

Relevant Experience: Mount Saint Mary College Dominican Hall; Lackawanna County Prison, Lackawanna County Courthouse, Northampton County Prison, Chester County Prison, Multiple K12 District Wide Facilities Assessments, Yonkers Public Library and Board of Education Offices

Richard Clift, PE, Senior Associate**Role on this Project – Electrical Engineer**

Mr. Clift has provided sound engineering solutions since 1990, designing electrical distribution systems, lighting systems, communications systems and fire detection systems for diverse clients, including municipal, public safety, civic K12 and higher education. Rick understands the nuances of designing for an existing infrastructure, complete replacement of obsolete systems, or selective renovation of individual components.

Relevant Experience: Wilkes-Barre/Scranton International Airport, Aircraft Rescue & Fire Fighting Facility; Montgomery County Emergency Operations Center, Wilke-Barre/Scranton International Airport New Terminal Building and Parking Garage, Scranton Hotel and Conference Center.

Eric D. McAndrew, PE, Senior Associate**Role on this Project – Structural Engineer**

Mr. McAndrew has been involved in all aspects of structural design and is the Director of Structural Engineering. Working as part of a multidiscipline team he focuses on the integration of the structural system with the building façade, interior layout and building utility systems, as well as, building sustainability using the most current industry recognized engineering and drafting modeling techniques. Eric's experience encompasses a wide variety of building types including municipal, public safety, civic, educational, office, industrial, hospitals, and sports.

Relevant Experience: Lackawanna County Courthouse, Wilkes-Barre/Scranton International Airport, City of Hazleton Intermodal Facility, Pottsville Intermodal & Trade/Transit Building, and Scranton Parking Garage, Yonkers Public Library and Board of Education Offices

Richard J. Guditus, PE, Principal**Role on this Project – Quality Control**

Mr. Guditus is a Principal and Director of Engineering. As a mechanical engineer specializing in the design of HVAC, plumbing and fire protection systems, he effectively leads Highland's integrated engineering teams to design and deliver tomorrow's buildings. Working in the field of engineering and architecture since 1990, Rick brings diverse knowledge across the market sectors of municipal, public safety, civic, corporate office, education, healthcare, pharmaceutical and industrial. Drawing from this robust experience, Rick is adept at incorporating the next generation of innovative design and construction techniques to optimize the creation of buildings, resource efficiency and high performance solutions.

Relevant Experience: Multiple K12 District Wide Facilities Assessments, Wilkes-Barre/Scranton International Airport, Aircraft Rescue & Fire Fighting Facility; Mount Saint Mary College Dominican Center, Lackawanna County Courthouse, Lackawanna County Prison, and Delta Medix at the Marketplace at Steamtown, Yonkers Public Library and Board of Education Offices

Sub-Consultants Available if Scope Requires These Services**O'Donnell Naccarato: Historic Building Structural Engineering**

Jason Coleman

Heritage Consulting: Historic Building Consultant

Cindy Hamilton

Mark J. Sobeck Roof Consulting, Inc.: Roof Consultant

Mark J. Sobeck

Geo-Science Engineering and Testing, LLC: Geo-Technical

Richard Scheller

Stain Glass Window Consultant: Associated Crafts® / Willet Hauser® Architectural Glass Inc.

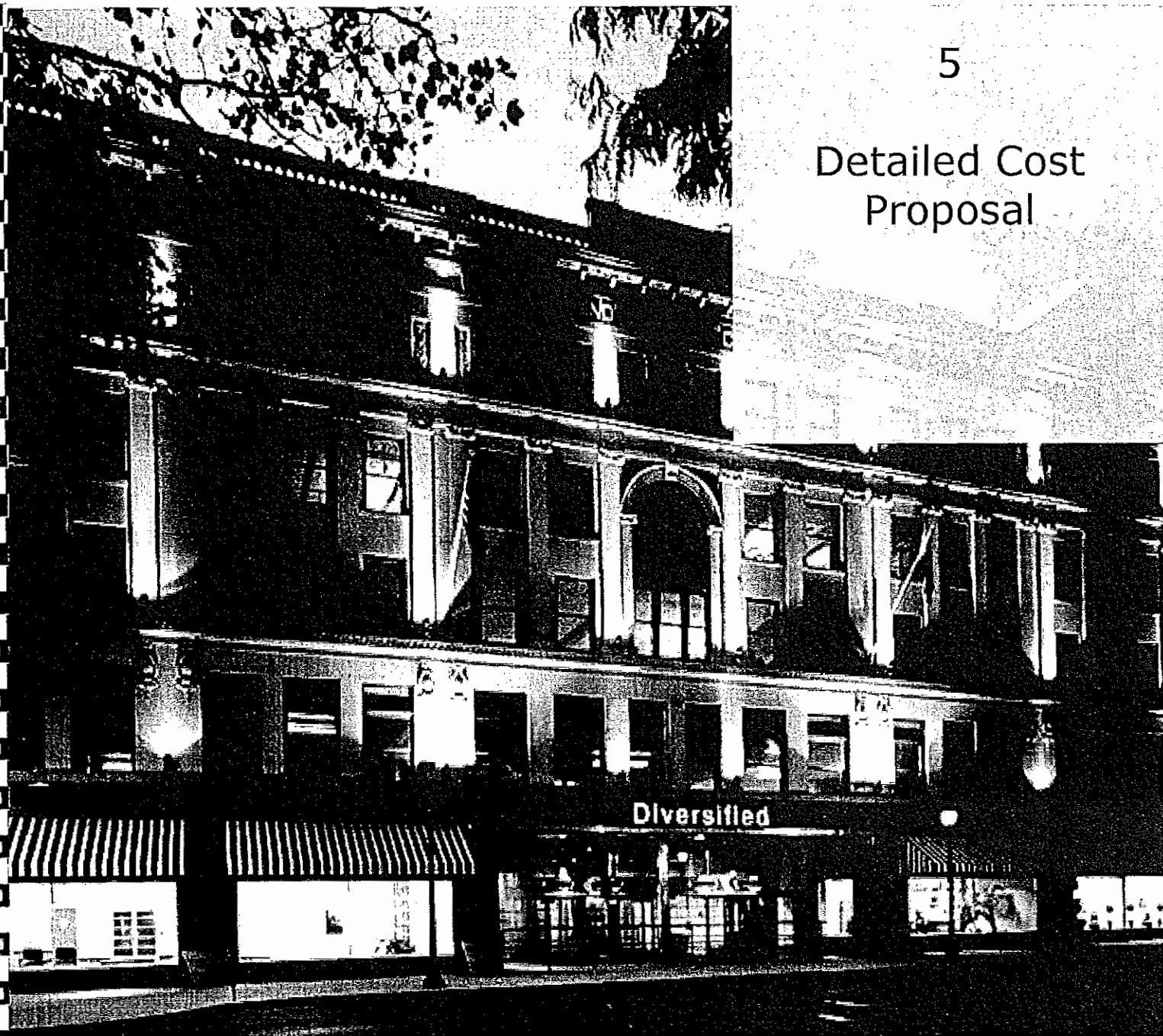
Mark Davidson

Alicon Environmental, Inc.: Hazardous Materials**International Cost Consultants, Inc. : Cost Estimating**

Michael C. Funk

5

Detailed Cost Proposal



In accordance with Item F, Cost and Price Proposal, on page 11 of the RFP, below please find our Detailed Cost Proposal:

Survey, Evaluation and Assessment Report:

Highland Associates:		
Architecture	\$5,000.00	
Structural / Foundations	\$2,500.00	
MEP Engineering	\$8,000.00	
Consultants:		
Façade, Tower Inspection	\$12,500.00	
Roofing Evaluation	\$4,500.00	
Stain Glass Inspection	\$1,000.00	
Cultural/Historic	\$4,500.00	
Geo-Tech, Subsurface Testing	Reimbursable, only if necessary	
Environmental Testing	Reimbursable, only if necessary	
Expenses (not to exceed)	\$1,500.00	
Total Assessment (NTE)	\$39,500.00	
<u>Historic Resource Redevelopment Report</u>	\$7,500.00	(see note #3)
(For Secretary of the Interior review prior to any design)		

Qualifications:

1. Much of the effort and data being collected under this Assessment is directly usable in the subsequent design / engineering phase, Highland will commit a credit of 50% of the Assessment fee toward Highland's fee for completion of the project.
2. Highland Principal's time on this project for management, design or engineering tasks will not be billed to the City.
3. The Historic Resource Redevelopment Report which is required to be submitted for review by the Secretary of the Interior is not required to complete the Assessment but is necessary prior to proceeding with finalizing the accepted design / renovation scope.
4. Geo-technical testing and environmental testing are not anticipated but if initial condition surveys discover indication of possible problems, Highland will work with the City to arrange for more in depth testing.
5. Estimating is included in the above fee.
6. Highland will assist the City with providing documentation from the Assessment for pursuit of Grants and funding at no cost to the City.



Highland Associates Rate Schedule
Prepared in January 2018

Partner	\$194.00
Project Manager, Senior	\$156.00
Project Manager	\$146.00
Code Analyst	\$133.00
Project Architect, Senior	\$133.00
Project Architect	\$122.00
Architect / Designer	\$103.00
Sr. Interior Designer	\$120.00
Interior Designer	\$93.00
CAD Operator, Level One	\$82.00
CAD Operator, Level Two	\$63.00
Structural Engineer, Senior	\$151.00
Structural Senior Designer	\$151.00
Structural Engineer	\$125.00
Structural Designer	\$103.00
CAD Operator, Level One	\$82.00
CAD Operator, Level Two	\$63.00
Mechanical Engineer, Senior	\$151.00
Mechanical Senior Designer	\$151.00
Mechanical Engineer	\$112.00
Mechanical Designer	\$103.00
CAD Operator, Level One	\$82.00
CAD Operator, Level Two	\$63.00
Electrical Engineer, Senior	\$151.00
Electrical Senior Designer	\$151.00
Electrical Engineer	\$112.00
Electrical Designer	\$103.00
CAD Operator, Level One	\$82.00
CAD Operator, Level Two	\$63.00
Construction Observer	\$107.00
CAD Manager	\$114.00
Administrative / Clerical	\$63.00

Note: Rates are subject to change in December of 2018



REIMBURSABLE EXPENSE SCHEDULE

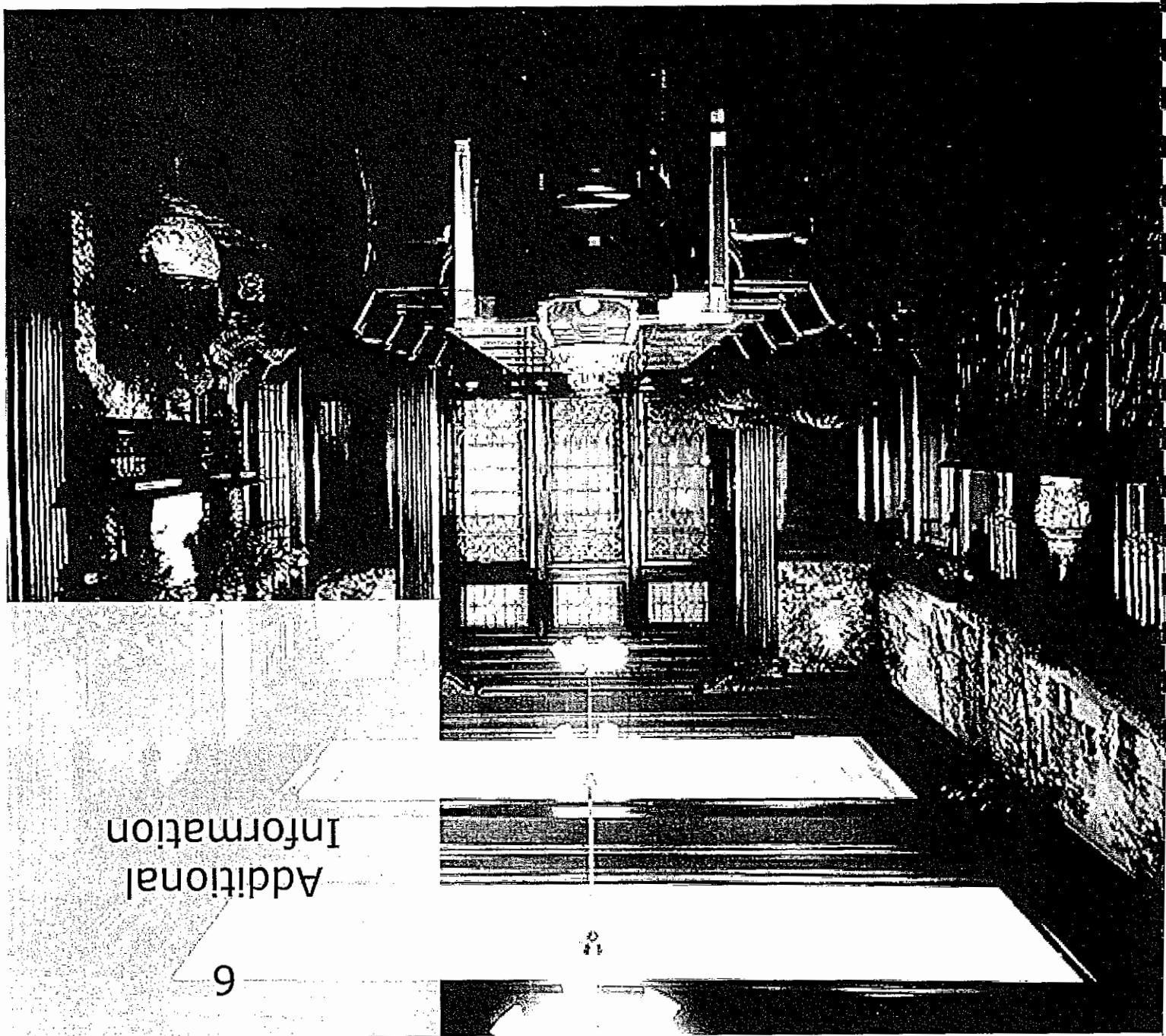
Mileage.....	\$0.54 p/mile (or current Federal Rate)
Bond Copies of Drawings.....	\$0.75 p/sf First Copy of Each Sheet
\$0.30 p/sf Additional Copies Reproduced from First Copy
Digital Vellum	\$2.00 p/sf
Digital Mylar	\$5.00 p/sf
Digital Photo Prints	\$1.50 p/page
Ink Jet Bond Plot	\$0.20 p/sf
Ink Jet Photo Base Plot	\$4.00 p/sf
Black & White Copies	\$0.23 p/copy - 8½" x 11" size
\$0.30 p/copy - 11" x 17" size
Color Copies & Printing	\$0.41 p/page - 8½" x 11" size
\$1.00 p/page - 11" x 17" size
Large Format Scan to File	\$3.50 p/sheet
Burn Data to CD / DVD	\$30.00 p/disk

Additional Variable Items:

- Large Multi-Party Conference Calls
- Tolls
- Parking
- Lodging
- Meals
- Courier Services
- Express Mail
- Equipment Rentals
- Automobile Rental
- Air Fare

State or Local Taxes levied for Professional Services

Note: Rates quoted above are subject to change due to Vendor cost changes.



Additional
Information

6

Building Condition Survey Instrument

1. Building Name _____
2. Survey Inspection Date _____
3. Building Address _____
4. City _____ 5. Zip Code _____

Building Age and Gross Square Footage

6. Year of Original Building _____ 7. Gross Sq. Ft. of Building as
Currently Configured _____
8. Number of Floors _____

Space Adequacy

9. Rating of space adequacy ☐ Good ☐ Fair ☐ Poor

Comments: _____

10. Overall building rating (to be answered after the building inspection is complete)

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Poor

Overall Building Rating Definitions:

- | | | |
|---|----------------|--|
| E | Excellent | All systems classified as health and safety or structural rated "excellent," no systems rated below "satisfactory," preventive maintenance plan in place. |
| S | Satisfactory | All systems categorized as health and safety or structural rated "satisfactory" or better. No system rates "non-functioning" or "critical failure." |
| U | Unsatisfactory | Any system categorized as health and safety or structural rated "unsatisfactory." No health and safety or structural system rated "non-functioning" or "critical failure." |
| F | Failing | Any system categorized as health and safety or structural rated "non-functioning" or "critical failure." Building Certificate of Occupancy may be rescinded. |

Building System Condition Ratings and Definitions:

- | | | |
|----|------------------|---|
| E | Excellent | System is in new or like-new condition and functioning optimally; only routine maintenance and repair is needed. |
| S | Satisfactory | System functioning reliably; routine maintenance and repair is needed. |
| U | Unsatisfactory | System is functioning unreliably or has exceeded its useful life. Repair or replacement of some or all components is needed. |
| NF | Non-Functioning | System is non-functioning, not functioning as designed, or is unreliable in ways that could endanger occupant health and/or safety. Repair or replacement of some or all components is needed. |
| CF | Critical Failure | Same as "NF" with the addition that the condition of at least one component is so poor that at least part of the building or grounds should not be occupied pending needed repairs/replacement or some or all components is needed. |

Building System Type Definitions:

- H Health and Safety
S Structural

Site Utilities

11. Water (H)

- a. Type of service: ☐ Municipal or Utility provided ☐ Well ☐ Other
- b. Condition ☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure
- c. Year of last major reconstruction/replacement _____ d. Expected Remaining Useful life (years) _____
- e. Cost to Reconstruct/Replace \$ _____
- f. Comments _____

12. Site Sanitary (H)

- a. Type of service: ☐ Municipal or Utility sewer ☐ Site septic ☐ Other
- b. Condition ☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure
- c. Year of last major reconstruction/replacement _____ d. Expected Remaining Useful life (years) _____
- e. Cost to Reconstruct/Replace \$ _____
- f. Comments _____

13. Site Gas ((H)

- a. Does the building have gas service or use liquid petroleum gas? ☐ Yes ☐ No (skip to next section)
- b. Condition ☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure
- c. Year of last major reconstruction/replacement _____ d. Expected Remaining Useful life (years) _____
- e. Cost to Reconstruct/Replace \$ _____
- f. Comments _____

14. Site Fuel Oil

- a. Type of service: ☐ Fuel Tanks ☐ None (Skip to Next Section)
- b. If the building has fuel tanks:
1. # Above Ground: _____ a. Capacity of above ground tanks (gallons) _____
2. # Below Ground: _____ a. Capacity of below ground tanks (gallons) _____
- c. Condition ☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure
- d. Year of last major reconstruction/replacement _____ e. Expected Remaining Useful life (years) _____
- f. Cost to Reconstruct/Replace \$ _____

g. Comments _____

15. Site Storm Drainage

a. Quality of Drainage: ☐ Good ☐ Fair ☐ Poor ☐ Unknown

Site Utilities

16. Site Electrical, Including Exterior Distribution (H)

a. Service Provider (check all that apply): ☐ Utility Provided ☐ Self-Generated ☐ Other

b. Type of Service: ☐ Above Ground ☐ Below Ground

c. Condition ☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

d. Year of Last Major Reconstruction/Replacement _____ e. Expected Remaining Useful Life (Years): _____

f. Cost to Reconstruct/Replace: _____

g. Comments: _____

Other Site Features

17. Pavement (Roadways and Parking Lots)

a. Type (check all that apply) ☐ concrete ☐ asphalt ☐ gravel ☐ other ☐ none

b. Condition ☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

c. Year of Last Major Reconstruction/Replacement _____ d. Expected Remaining Useful Life (Years): _____

e. Cost to Reconstruct/Replace: _____

f. Comments: _____

18. Sidewalks

a. Type (check all that apply) ☐ concrete ☐ asphalt ☐ other

b. Condition ☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

c. Year of Last Major Reconstruction/Replacement _____ d. Expected Remaining Useful Life (Years): _____

e. Cost to Reconstruct/Replace: _____

f. Comments: _____

Substructure

a. Type (check all that apply):

☐ Reinforced Concrete ☐ Masonry on Concrete Footing ☐ Other

b. Evidence of Structural Concerns:

- | | | | |
|----------------------|--|----------------------|--|
| 1. Structural Cracks | <input type="checkbox"/> Yes <input type="checkbox"/> No | 4. Water Penetration | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Heaving/Jacking | <input type="checkbox"/> Yes <input type="checkbox"/> No | 5. Unsupported Areas | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Decay/Corrosion | <input type="checkbox"/> Yes <input type="checkbox"/> No | 6. Other | <input type="checkbox"/> Yes <input type="checkbox"/> No |

c. Condition ☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

d. Year of Last Major
Reconstruction/Replacement _____

e. Expected Remaining Useful Life
(Years): _____

f. Cost to Reconstruct/Replace: _____

g. Comments: _____

Building Envelope

19. Structural Floor(s)

a. Type (check all that apply):

- | | | |
|--|---|--|
| <input type="checkbox"/> 1. Reinforced Concrete slab on Grade | <input type="checkbox"/> 4. Wood Deck on Wood Trusses | <input type="checkbox"/> 7. Other
(specify) _____ |
| <input type="checkbox"/> 2. Concrete/Metal Deck/Metal Joists | <input type="checkbox"/> 5. Wood Deck on Wood Joists | |
| <input type="checkbox"/> 3. Precast Concrete Structural System | <input type="checkbox"/> 6. Concrete Deck on Wood Structure | |

b. Evidence of structural Concerns with Floor Support System (Beams/Joists/Trusses, etc.):

- | | | | |
|------------------------|--|---|--|
| 1. Structural Cracks | <input type="checkbox"/> Yes <input type="checkbox"/> No | 4. Deflection | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Unsupported Ends | <input type="checkbox"/> Yes <input type="checkbox"/> No | 5. Seriously Damaged/Missing Components | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Rot/Decay/Corrosion | <input type="checkbox"/> Yes <input type="checkbox"/> No | 6. Other Problems | _____ |

c. Evidence of Structural Concerns with Structural Floor Deck:

- | | |
|------------------------|--|
| 1. Cracks | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Deflection | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Rot/Decay/Corrosion | <input type="checkbox"/> Yes <input type="checkbox"/> No |

d. Overall Condition of Structural Floors:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

e. Year of Last Major
Reconstruction/Replacement _____

f. Expected Remaining Useful Life
(Years): _____

g. Cost to Reconstruct/Replace: _____

h. Comments: _____

20. Exterior Walls/Columns

a. Material (check all that apply): ☐ Concrete ☐ Masonry ☐ Steel ☐ Wood ☐ Other

b. Evidence of Structural Concerns with Support System (columns, base plates, connections, etc):

1. Structural Cracks ☐ Yes ☐ No

2. Rot/Decay/Corrosion ☐ Yes ☐ No

3. Other Problems: _____

c. Evidence of Concerns with Exterior Cladding:

1. Cracks/Gaps ☐ Yes ☐ No 4. Moisture Penetration ☐ Yes ☐ No

2. Inadequate Flashing ☐ Yes ☐ No 5. Rot/Decay/Corrosion ☐ Yes ☐ No

3. Efflorescence ☐ Yes ☐ No 6. Other Problems _____

d. Overall Condition of Exterior Walls/Columns::

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

e. Year of Last Major
Reconstruction/Replacement _____

f. Expected Remaining Useful Life
(Years): _____

g. Cost to Reconstruct/Replace: _____

h. Comments: _____

21. Chimneys

a. Material (check all that apply): ☐ Masonry ☐ Concrete ☐ Metal ☐ Other ☐ N/A

b. Overall condition of chimneys:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

c. Year of Last Major
Reconstruction/Replacement _____

d. Expected Remaining Useful Life
(Years): _____

e. Cost to Reconstruct/Replace: _____

f. Comments: _____

22. Parapets

a. Construction Type (check all that apply): ☐ Masonry ☐ Concrete ☐ Metal ☐ Other ☐ N/A

b. Overall condition of parapets:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

c. Year of Last Major
Reconstruction/Replacement _____

d. Expected Remaining Useful Life
(Years): _____

e. Cost to Reconstruct/Replace: _____

f. Comments: _____

23. Exterior Doors

a. Overall condition of Exterior Door Units:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

b. Overall condition of Exterior Door Hardware:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

c. Do any exit doors have magnetic locking devices? ☐ Yes ☐ No

d. Safety/Security Features are adequate: ☐ Yes ☐ No ☐ Unable to Determine

e. Year of Last Major
Reconstruction/Replacement _____

f. Expected Remaining Useful Life
(Years): _____

g. Cost to Reconstruct/Replace: _____

h. Comments: _____

24. Exterior Steps, Stairs, and Ramps

a. Overall condition of exterior steps, stairs, and ramps

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure ☐ N/A

b. Year of Last Major
Reconstruction/Replacement _____

c. Expected Remaining Useful Life
(Years): _____

d. Cost to Reconstruct/Replace: _____

e. Comments: _____

25. Fire Escapes

a. Does the building have one or more fire escapes? ☐ Yes ☐ No (skip to next question)

b. Overall condition of fire escapes:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

c. Safety features are adequate ☐ Yes ☐ No ☐ Unable to determine

d. Year of Last Major
Reconstruction/Replacement _____

e. Expected Remaining Useful Life
(Years): _____

f. Cost to Reconstruct/Replace: _____

g. Comments: _____

26. Windows

a. Type of windows (check all that apply):

☐ Aluminum ☐ Steel ☐ Vinyl ☐ Solid Wood ☐ Wood w/ External Cladding System ☐ Other

b. Overall condition of windows:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

c. All rescue windows are operable: ☐ Yes ☐ No ☐ N/A

d. Year of Last Major
Reconstruction/Replacement _____

e. Expected Remaining Useful Life
(Years): _____

f. Cost to Reconstruct/Replace: _____

g. Comments: _____

27. Roof and Skylights

a. Type of roof construction (check all that apply):

☐ 1. Metal deck on metal trusses/joists ☐ 4. Concrete on metal deck on metal trusses/joists
☐ 2. Wood deck on wood trusses/joists ☐ 5. Other
☐ 3. Wood deck on metal trusses/joists ☐

b. Type of roofing material (check all that apply):

☐ 1. Single-ply membrane ☐ 3. Asphalt Single ☐ 5. IRMA ☐ 7. Other
☐ 2. Built up ☐ 4. Pre-Formed metal ☐ 6. Slate ☐

c. Evidence of structural Concerns with Support System (Beams/Joists/Trusses, etc.):

1. Structural Cracks ☐ Yes ☐ No 4. Deflection ☐ Yes ☐ No
2. Unsupported Ends ☐ Yes ☐ No 5. Seriously Damaged/Missing Components ☐ Yes ☐ No
3. Rot/Decay/Corrosion ☐ Yes ☐ No 6. Other Problems _____

d. Evidence of Structural Concerns with Structural Floor Deck:

1. Cracks ☐ Yes ☐ No
2. Deflection ☐ Yes ☐ No
3. Rot/Decay/Corrosion ☐ Yes ☐ No

e. Does the building have skylights? ☐ Yes ☐ No

f. If yes, what material are the skylights made? ☐ 1. Plastic ☐ 2. Glass ☐ 3. Other

g. Condition of skylights:

Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure ☐ N/A

h. Evidence of concerns with roofing, skylights, flashing, and drains:

- | | | | |
|---|------------------------------|-----------------------------|------------------------------|
| 1. Failures/Splits/Cracks | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 2. Rot/Decay/Corrosion | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 3. Inadequate Flashing/curbs/pitch pockets | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 4. Inadequate or poorly functioning roof drains | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 5. Evidence of water penetration/active leaks | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |

Other concerns (specify): _____

i. Overall Condition of roof:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

j. Year of Last Major
Reconstruction/Replacement _____

k. Expected Remaining Useful Life
(Years): _____

l. Cost to Reconstruct/Replace
(include costs for skylight
repairs, if needed): _____

m. Comments: _____

Interior Spaces

28. Interior bearing walls and fire walls

a. Overall Condition of interior walls:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

b. Year of Last Major
Reconstruction/Replacement _____

c. Expected Remaining Useful Life
(Years): _____

d. Cost to Reconstruct/Replace _____

e. Comments: _____

29. Other Interior Walls

a. Overall Condition of interior walls:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

b. Year of Last Major
Reconstruction/Replacement _____

c. Expected Remaining Useful Life
(Years): _____

d. Cost to Reconstruct/Replace
(include costs for skylight
repairs, if needed): _____

e. Comments: _____

30. Floor Finishes

a. Types of floor finishes in instructional spaces (check all that apply):

- ☐ 1. Carpet ☐ 2. Resilient tiles or sheet flooring ☐ 3. Wood
☐ 4. Hard flooring (concrete, ceramic tile, stone, etc.) ☐ 5. Other ☐ 6. N/A

b. Types of floor finishes in common areas (check all that apply):

- ☐ 1. Carpet ☐ 2. Resilient tiles or sheet flooring ☐ 3. Wood
☐ 4. Hard flooring (concrete, ceramic tile, stone, etc.) ☐ 5. Other ☐ 6. N/A

c. Overall Condition of floor finishes:

- ☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

d. Year of Last Major
Reconstruction/Replacement _____

e. Expected Remaining Useful Life
(Years): _____

f. Cost to Reconstruct/Replace _____

g. Comments: _____

31. Ceilings

a. Overall Condition of ceilings:

- ☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

b. Year of Last Major
Reconstruction/Replacement _____

c. Expected Remaining Useful Life
(Years): _____

d. Cost to Reconstruct/Replace _____

e. Comments: _____

32. Lockers

a. Overall Condition of lockers:

- ☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

b. Year of Last Major
Reconstruction/Replacement _____

c. Expected Remaining Useful Life
(Years): _____

d. Cost to Reconstruct/Replace _____

e. Comments: _____

33. Interior Doors

a. Overall Condition of interior door units:

- ☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

b. Overall Condition of interior door hardware:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical failure

c. Year of Last Major
Reconstruction/Replacement _____

d. Expected Remaining Useful Life
(Years): _____

e. Cost to Reconstruct/Replace _____

f. Comments: _____

34. Interior Stairs

a. Overall condition of interior stairs:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure ☐ N/A

b. Year of Last Major
Reconstruction/Replacement _____

c. Expected Remaining Useful Life
(Years): _____

d. Cost to Reconstruct/Replace _____

e. Comments: _____

35. Elevators, lifts and escalators

a. Overall condition of elevators, lifts and escalators:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure ☐ N/A

b. Year of Last Major
Reconstruction/Replacement _____

c. Expected Remaining Useful Life
(Years): _____

d. Cost to Reconstruct/Replace _____

e. Comments: _____

36. Interior Electrical Distribution

a. Interior electrical supply meets current needs:

☐ Yes

☐ No

b. Condition of interior electrical distribution:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure ☐ N/A

c. Year of Last Major
Reconstruction/Replacement _____

d. Expected Remaining Useful Life
(Years): _____

e. Cost to Reconstruct/Replace _____

f. Comments: _____

37. Lighting Fixtures

a. Condition of interior lighting fixtures:

Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure

b. Year of Last Major _____

c. Expected Remaining Useful Life _____

Reconstruction/Replacement _____ (Years): _____

d. Cost to Reconstruct/Replace _____

e. Comments: _____

38. Communications Systems

a. Communication systems are adequate ☐ Yes ☐ No ☐ Unable to determine ☐ N/A

b. Condition of communications system:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure ☐ N/A

c. Year of Last Major Reconstruction/Replacement _____ d. Expected Remaining Useful Life (Years): _____

e. Cost to Reconstruct/Replace repairs, if needed): _____

f. Comments: _____

39. Swimming pool and swimming pool systems

a. Overall condition of swimming pool and pool systems:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure ☐ N/A

b. Year of Last Major Reconstruction/Replacement _____ c. Expected Remaining Useful Life (Years): _____

d. Cost to Reconstruct/Replace _____

e. Comments: _____

Plumbing (Excluding HVAC Systems)

40. Water Distribution System

a. Types of pipes (check all that apply):

☐ 1. Iron ☐ 2. Galvanized ☐ 3. Copper ☐ 4. Lead ☐ 5. PVC ☐ 6. Other ☐ 7. N/A

b. Overall condition of water distribution system:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure ☐ N/A

c. Year of Last Major Reconstruction/Replacement _____ d. Expected Remaining Useful Life (Years): _____

e. Cost to Reconstruct/Replace _____

f. Comments: _____

41. Plumbing Drainage System

a. Types of pipes (check all that apply):

☐ 1. Iron ☐ 2. Galvanized ☐ 3. Copper ☐ 4. Lead ☐ 5. PVC ☐ 6. Other ☐ 7. N/A

b. Overall condition of drainage system:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure

c. Year of Last Major
Reconstruction/Replacement _____

d. Expected Remaining Useful Life
(Years): _____

e. Cost to Reconstruct/Replace _____

f. Comments: _____

42. Hot Water Heaters

a. Type of fuel (check all that apply)::

☐ 1. Oil ☐ 2. Natural Gas ☐ 3. Electricity ☐ 4. Other ☐ 5. N/A

b. Overall condition of water heaters:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure

c. Year of Last Major
Reconstruction/Replacement _____

d. Expected Remaining Useful Life
(Years): _____

e. Cost to Reconstruct/Replace _____

f. Comments: _____

43. Plumbing Fixtures

a. Overall condition of plumbing fixtures (including toilets, urinals, lavatories, etc.):

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure

b. Year of Last Major
Reconstruction/Replacement _____

c. Expected Remaining Useful Life
(Years): _____

d. Cost to Reconstruct/Replace _____

e. Comments: _____

HVAC Systems

44. HVAC Systems Type

a. Does this building have a central HVAC system? ☐ Yes ☐ No (skip to next section)

b. If yes, what type of technology does it use (check all that apply):

☐ 1. Constant volume (CV) ☐ 2. Variable Air Volume (VAV) ☐ 3. Dual-Duct or Multi-Zone ☐ 4. Other

45. Heat Generating Systems

a. Heat generation source (check all that apply):

☐ 1. Boiler/ Hot Water ☐ 2. Boiler/Steam ☐ 3. Furnace/Forced Air ☐ 4. Other

b. Overall condition of heat generating systems:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure

c. Year of Last Major
Reconstruction/Replacement _____

d. Expected Remaining Useful Life
(Years): _____

e. Cost to Reconstruct/Replace _____

f. Comments: _____

46. Heating Fuel/Energy Systems

a. Overall condition of heating fuel/energy systems:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure

b. Year of Last Major
Reconstruction/Replacement _____

c. Expected Remaining Useful Life
(Years): _____

d. Cost to Reconstruct/Replace _____

e. Comments: _____

47. Cooling/Air Conditioning Generating Systems

a. Overall condition of cooling/air conditioning generating systems:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure

b. Year of Last Major
Reconstruction/Replacement _____

c. Expected Remaining Useful Life
(Years): _____

d. Cost to Reconstruct/Replace _____

e. Comments: _____

48. Air Handling and Ventilation Equipment: Supply Units, Exhaust Units, Relief/Return Units, etc.

a. Overall condition of air handling and ventilation systems:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure

b. Year of Last Major
Reconstruction/Replacement _____

c. Expected Remaining Useful Life
(Years): _____

d. Cost to Reconstruct/Replace _____

e. Comments: _____

49. Piped Heating and Cooling Distribution Systems: Piping, Pumps, Radiators, Convector, traps, Insulation, etc.

a. Overall condition of piped heating and cooling distribution systems:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure ☐ N/A

b. Year of Last Major
Reconstruction/Replacement _____

c. Expected Remaining Useful Life
(Years): _____

- d. Cost to Reconstruct/Replace _____
- e. Comments: _____
50. Ducted Heating and Cooling Distribution Systems: Ductwork, Control Dampers, Fire/Smoke Dampers, VAVs, Insulation, etc.
- a. Overall condition of ducted heating and cooling distribution systems:
- ☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure ☐ N/A
- b. Year of Last Major Reconstruction/Replacement _____ c. Expected Remaining Useful Life (Years): _____
- d. Cost to Reconstruct/Replace _____
- e. Comments: _____

51. HVAC Control Systems

- a. Overall condition of control systems:
- ☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure ☐ N/A
- b. Year of Last Major Reconstruction/Replacement _____ c. Expected Remaining Useful Life (Years): _____
- d. Cost to Reconstruct/Replace _____
- e. Comments: _____

Fire Safety Systems

52. Fire Alarm Systems

- a. Overall condition of fire alarms:
- ☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure ☐ N/A
- b. Year of Last Major Reconstruction/Replacement _____ c. Expected Remaining Useful Life (Years): _____
- d. Cost to Reconstruct/Replace _____
- e. Comments: _____

53. Smoke Detection Systems

- a. Overall condition of smoke detection systems:
- ☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure ☐ N/A
- b. Year of Last Major Reconstruction/Replacement _____ c. Expected Remaining Useful Life (Years): _____
- d. Cost to Reconstruct/Replace _____
- e. Comments: _____

54. Fire Suppression Systems: Sprinklers, Standpipes, Kitchen Hoods, etc.

a. Overall condition of fire suppression systems:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure ☐ N/A

b. Year of Last Major
Reconstruction/Replacement _____

c. Expected Remaining Useful Life
(Years): _____

d. Cost to Reconstruct/Replace _____

e. Comments: _____

55. Emergency/Exit Lighting Systems

a. Overall condition of emergency/exit lighting systems:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure ☐ N/A

b. Year of Last Major
Reconstruction/Replacement _____

c. Expected Remaining Useful Life
(Years): _____

d. Cost to Reconstruct/Replace _____

e. Comments: _____

56. Emergency/Standby Power Systems

a. Does the building have an emergency or standby power system? ☐ Yes ☐ No (skip to next section)

b. Overall condition of emergency/standby power systems:

☐ Excellent ☐ Satisfactory ☐ Unsatisfactory ☐ Non-Functioning ☐ Critical Failure ☐ N/A

c. Year of Last Major
Reconstruction/Replacement _____

d. Expected Remaining Useful Life
(Years): _____

e. Cost to Reconstruct/Replace _____

f. Comments: _____

Accessibility

57. Exterior Route

People with disabilities should be able to arrive on site, approach the building, and enter as freely as everyone else. At least one route of travel should be safe and accessible for everyone, including people with disabilities. This route must include handicapped parking, curb cuts, ramps, and automatic door operators as necessary to enter the building.

Is there an accessible exterior route as specified above?

☐ Yes

☐ No

58. Additional Information on Accessibility

If the building lacks accessible interior or exterior routes:

- a. Cost of improvements needed to provide accessible exterior and interior routes as specified above.
- b. Comments: _____

Environment/Comfort/Health

59. General Appearance

- a. Overall rating: ☐ Good ☐ Fair ☐ Poor
- b. Comments: _____

60. Cleanliness

- a. Overall rating: ☐ Good ☐ Fair ☐ Poor
- b. Comments: _____

61. Acoustics

- a. Overall rating: ☐ Good ☐ Fair ☐ Poor
- b. Comments: _____

62. Lighting Quality

- a. Types of lighting in general purpose classrooms (check all that apply):

- ☐ 1. Daylight ☐ Fluorescent-NOT full spectrum ☐ 3. Fluorescent Full Spectrum
- ☐ 4. Incandescent ☐ 5. Other ☐ 6. N/A

- b. Overall rating: ☐ Good ☐ Fair ☐ Poor
- c. Comments: _____

63. Evidence of Vermin

Is there evidence of active infestations of ...?

- a. Rodents ☐ Yes ☐ No
- b. Wood-boring or wood-eating insects ☐ ☐
- c. Cockroaches ☐ ☐
- d. Other vermin ☐ ☐

Indoor Air Quality

64. Mold

- a. Is mold visible in or around any of the following areas?

1. Classrooms ☐ Yes ☐ No ☐ N/A
2. Common areas ☐ ☐ No ☐ N/A

3. Supply/return grilles ☐ ☐ No ☐ N/A
4. Other Areas ☐ ☐ No ☐ Specify _____
- b. Estimated cost of necessary improvements: \$ _____
- c. Comments: _____

65. Humidity/moisture

Are any of the following found in our around the following areas?

- | | a. In classrooms | | | b. In other areas | | |
|---|-------------------------------|-----------------------------|--|-------------------------------|-----------------------------|--|
| 1. Visible water damage | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unable to determine | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unable to determine |
| 2. Active leaks in roof | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unable to determine | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unable to determine |
| 3. Active leaks in plumbing | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unable to determine | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unable to determine |
| 4. Moisture Condensation | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unable to determine | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unable to determine |
| c. Rating of humidity/moisture condition in building: | <input type="checkbox"/> Good | | | <input type="checkbox"/> Fair | | <input type="checkbox"/> Poor |

66. Ventilation: fresh air intake locations, air filters, etc.

a. Are there fresh air intakes near the following?

1. Near the bus loading area ☐ Yes ☐ No ☐ N/A
2. Near truck delivery areas ☐ ☐ No ☐ N/A
3. Near garbage storage/disposal areas ☐ ☐ No ☐ N/A
- b. Is there accumulated dirt, dust, or debris around fresh air intakes? ☐ Yes ☐ No ☐ N/A
- c. Are fresh air intakes free of blockage? ☐ Yes ☐ No ☐ N/A
- d. Is accumulated dirt, dust, or debris in ductwork? ☐ Yes ☐ No ☐ N/A
- e. Are dampers functioning as designed? ☐ Yes ☐ No ☐ N/A
- f. Condition of air filters: ☐ Good ☐ Fair ☐ Poor ☐ N/A
- g. Outside air is adequate for occupant load: ☐ Yes ☐ No ☐ Unable to determine
- h. Rating of Ventilation/Indoor air quality: ☐ Good ☐ Fair ☐ Poor ☐ Unable to determine
- i. Comments _____

Building Estimated Expenses Form

			New Construction	Addition	Alterations	Major System	Major Repair	Energy	
Year 1	Building #	Item Description							Cost
Priority Total									\$0
Year 2	Building #	Item Description							Cost
Priority Total									\$0
Year 3	Building #	Item Description							Cost
Priority Total									\$0
Year 4	Building #	Item Description							Cost
Priority Total									\$0
Year 5	Building #	Item Description							Cost
Priority Total									\$0
Year 6	Building #	Item Description							Cost
Priority Total									\$0
Year 7	Building #	Item Description							Cost
Priority Total									\$0
Year 8	Building #	Item Description							Cost
Priority Total									\$0
Priority Total									\$0

Building Estimated Expenses Form

Year 9	Building #	Item Description								Cost
Priority Total										\$0

Year 10	Building #	Item Description								Cost
Priority Total										\$0
Grand Total										\$0

Building #	Building Name
#1	Headquarters
#2	Engine #2
#3	Engine #7
#4	Engine #8
#5	Truck #4
#6	Engine #10
#7	Rescue #1
#8	Army Reserve Facility

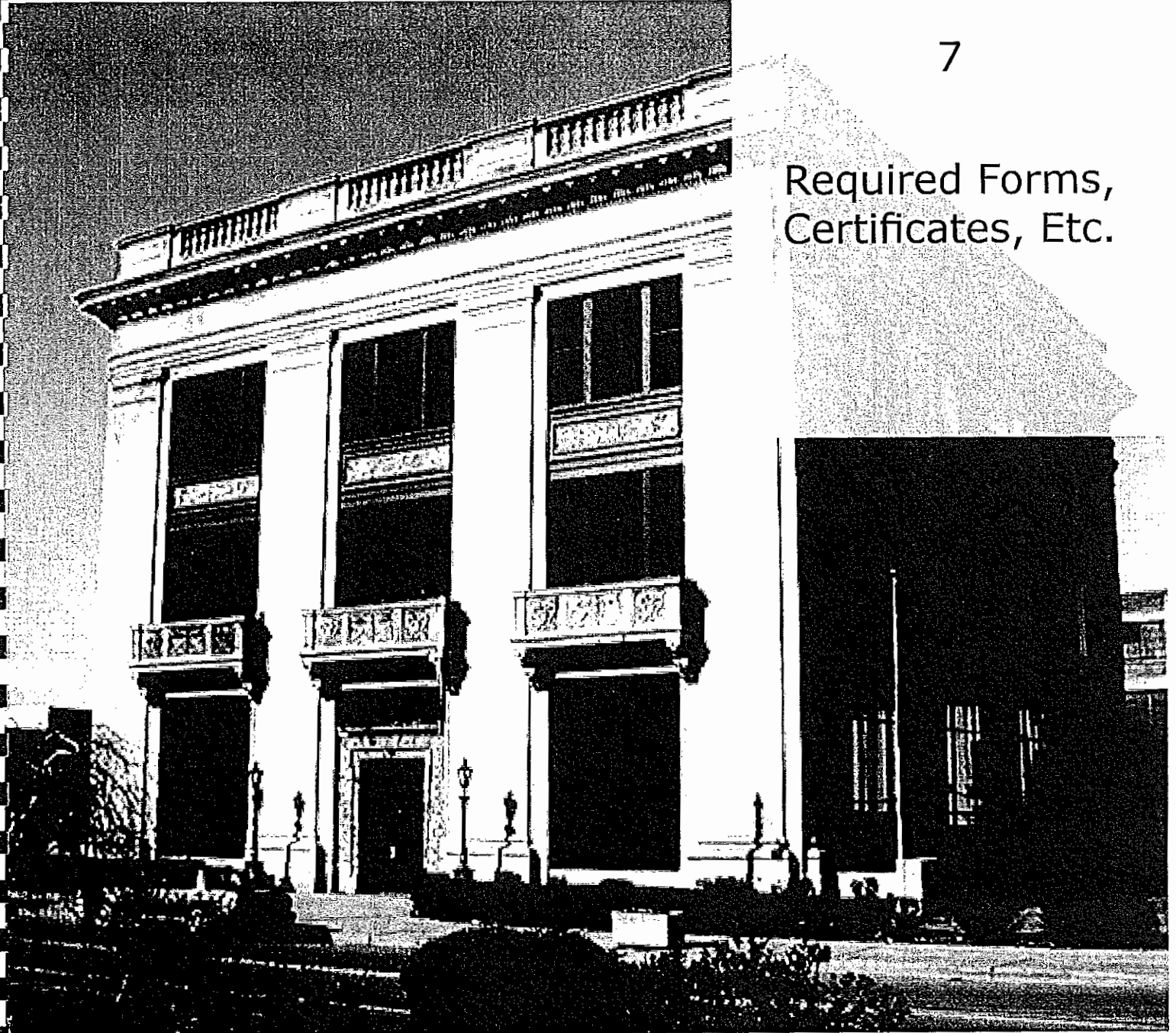
Copyright - Highland Associates 2015

City Wide Estimated Expenses Summary Form

Year 1	2016	Costs	
		Year Total	\$0
Year 2	2017	Costs	
		Year Total	\$0
Year 3	2018	Costs	
		Year Total	\$0
Year 4	2019	Costs	
		Year Total	\$0
Year 5	2020	Costs	
		Year Total	\$0
Year 6	2021	Costs	
		Year Total	\$0
Year 7	2022	Costs	
		Year Total	\$0
Year 8	2023	Costs	
		Year Total	\$0
Year 9	2024	Costs	
		Year Total	\$0
Year 10	2024	Costs	
		Total	

7

Required Forms,
Certificates, Etc.



Attachment A
AFFIRMATIVE ACTION CERTIFICATION

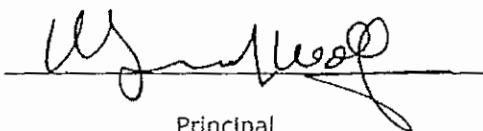
During the term of this contract, Bidder agrees as follows:

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.
- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Date July 16, 2018

Highland Associates, LTD Architecture Engineering Interior Design
(Name of Bidder)

By 
Title: Principal

ATTACHMENT B
CERTIFICATE OF NON-SEGREGATED FACILITIES

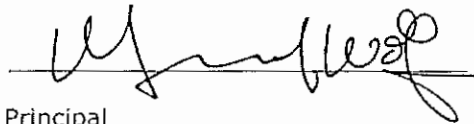
The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term " segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub- contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE July 16, 2018

Highland Associates, LTD Architecture Engineering Interior Design
(Name of Bidder)

BY:



TITLE: Principal

ATTACHMENT C
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Pennsylvania

COUNTY OF Lackawanna

Michael R. Wolf being first duly sworn, deposes and says that

1. He is Principal
(Owner, partner, officer, representative or agent)

of Highland Associates, LTD Architecture Engineering Interior Design, the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF SCRANTON (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

NONCOLLUSION AFFIDAVIT
SIGNATURE PAGE

SIGNED

[Signature]
Principal
Title

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 13 DAY OF July, 2018

[Signature] COMMONWEALTH OF PENNSYLVANIA

MY COMMISSION EXPIRES
NOTARIAL SEAL
LORAYNE M. BERNOSKI, NOTARY PUBLIC
CLARKS SUMMIT BORO., LACKAWANNA CO.
MY COMMISSION EXPIRES JULY 9, 2020
MEMBER PENNSYLVANIA ASSOC. OF NOTARIES

ATTACHMENT D
Disclosures by Current Contractors

1. Provide the names and titles of all individuals providing professional services to the City of including advisors and subcontractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.

- List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position;

NONE

- List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration.

NONE

2. Since January 1, 2011, have any of the individuals identified in paragraph two above been employed by the City of Scranton. If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment.

NO

3. Since January 1, 2011, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton.

NO

4. Since January 1, 2011 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made.

NONE

5. Since January 1, 2011, has the contractor made any Contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution.

NONE

6. Does the Contractor have a direct financial, commercial, or business relationships with any individual on the List of Municipal Officials. With regard to every municipal official for which the answer is yes, identify that individual and provide a detailed written description of that relationship.

NO

7. Since January 1, 2011, has the Contractor conferred any gift of more than nominal value to any individual on the List of Municipal Officials. A gift includes money, services, loans, travel, and entertainment, at value or discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the gift, and the date it was conferred.

NO

8. Did the Contractor make political contributions the meet all of the following four criteria: (i) The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution.

NO

9. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.

NONE

10. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph two must participate in completing this form and must sign the verification statement below.

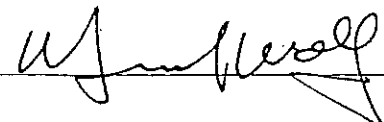
Michael Wolf, AIA, Principal

VERIFICATION

I, Michael Wolf, AIA, hereby state that I am Principal

For Highland Associates, LTD Architecture Engineering Interior Design, and am authorized to make this verification.

I verify that the facts set forth in the foregoing Act 44 Disclosure Form for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

Signed:  Date: 7/16/2018



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

August 21, 2018

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED


AUG 24 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
CONTRACT WITH HIGHLAND ASSOCIATES TO PERFORM THE CITY OF
SCRANTON MUNICIPAL BUILDING FACILITIES CONDITION ASSESSMENT.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____
2018

APPOINTMENT OF ROBERT J. MORRIS, 648 WALES STREET, SCRANTON, PENNSYLVANIA, 18508 AS THE ALTERNATE NO. 2 MEMBER OF THE BOARD OF ZONING APPEALS FOR THE CITY OF SCRANTON. MR. MORRIS WILL FILL THE ALTERNATE NO. 2 POSITION THAT WAS VACATED BY ROBERT GATTENS WHEN HE BECAME A REGULAR MEMBER OF THE BOARD BY RESOLUTION NO. 56, 2016. MR. MORRIS WILL FILL THE UNEXPIRED TERM OF MR. GATTENS WHICH EXPIRES ON JULY 1, 2020.

WHEREAS, Robert Gattens, who was Alternate No. 2 member, became the replacement of Steve Bartnicki whose term as a regular member of the City of Scranton Board of Zoning Appeals expired; and

WHEREAS, Mr. Gattens' appointment creates a vacancy in the Alternate No. 2 position on the Board of Zoning Appeals; and

WHEREAS, Scranton City Council desires to fill that vacancy with the appointment of Robert J. Morris.

NOW, THEREFORE, BE IT RESOLVED BY SCRANTON CITY COUNCIL THAT Robert J. Morris, 648 Wales Street, Scranton, Pennsylvania, 18508 is hereby appointed as Alternate No. 2 member on the Board of Zoning Appeals that was vacated by Robert Gattens when he was appointed to the position upon the term expiration of Steve Bartnicki. Mr. Morris will fill the unexpired term of Robert Gattens as Alternate No. 2 member on the City of Scranton's Zoning Board of Appeals, with said term to expire on July 1, 2020.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GRANT APPLICATION BY THE CITY OF SCRANTON TO THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT ("DCED") FOR A LOCAL SHARE ACCOUNT GRANT (GAMING FUNDS) MONROE COUNTY IN THE AMOUNT OF \$464, 239.00 FOR A PAVING PROJECT IN THE FAWNWOOD HEIGHTS DEVELOPMENT IN WEST SCRANTON.

WHEREAS, the City of Scranton is desirous of obtaining funds from the Pennsylvania Department of Community and Economic Development ("DCED") for a Local Share Account Grant (Gaming Funds) Monroe County in the amount of \$464,239.00 for a street paving project in the Fawnwood Heights Development in Scranton's West Side. The project activities include paving the following roadways: Fawnwood Drive, Forest Glen Drive, Ridgeview Drive, Overbrook Circle, Dogwood Circle, Red Oak Lane, Deerfield Road, and Whitetail Drive; and

WHEREAS, these streets are stressed with potholes and cracks; they are way past the point of minor repairs. This paving project would provide safer streets and easier travel for Scranton's residents and to enhance the appeal of Scranton for potential homebuyers and for future investment. A copy of the grant application ("Grant Application") and supplemental items are attached hereto as Exhibit "A" and incorporated herein as if set forth at length.

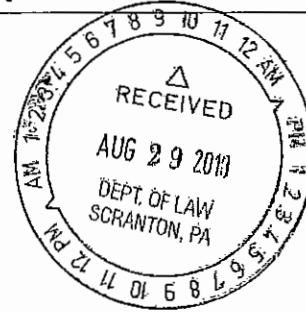
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate city officials are hereby authorized to apply for and execute a Grant Application, and if successful, a Grant Agreement, and any and all related documentation which may be necessary to complete the grant application including but not limited to the Grant Application.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid, or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, Known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

Maggie Perry
Grant Manager
570-558-8335
mamclane@scrantonpa.gov



August 27, 2018

Atty. Jessica Eskra
City of Scranton
340 North Washington Avenue
Scranton, Pa 18503

Re: Local Share Account Fund (Gaming Funds) Monroe County

Atty. Eskra,

I am requesting that you send legislation to City Council for a resolution for the City of Scranton to apply for and execute the Pennsylvania Gaming Local Share Account funding through the Pennsylvania Department of Community and Economic Development. The purpose of this funding is for a paving project in the Fawnwood development in West Scranton. The estimated project cost is \$464,239.

Attached is a copy of the grant application and supplemental items.

The Resolution needs to be included with the application package which is due September 30, 2018 in order for our project to be eligible for grant funding.

If you have any questions or concerns please feel free to contact me at 558-8335.

Thank you,

Maggie Perry
Grant Manager

Single Application for Assistance

Web Application Id: 8207981

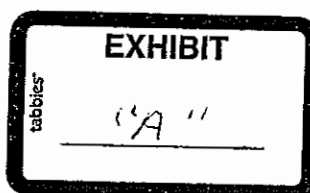
Applicant: City of Scranton

Company: City of Scranton

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Applicant Information

Applicant Entity Type:	Government
Applicant Name:	City of Scranton
NAICS Code	9211
FEIN/SSN Number	XXXXXXXX
DUNS Number:	060497856
CEO:	William Courtright
CEO Title:	Mayor
SAP Vendor #:	XXXXXX
Contact Name:	Maggie
Contact Title:	Perry
Phone:	(570)-558-8335 Ext.
Fax:	(570)-207-0412
E-mail:	MaMcLane@scrantonpa.gov
Mailing Address:	340 N. Washington Avenue
City:	Scranton
State:	PA
Zip Code:	18503



Single Application for Assistance

Web Application Id: 8207981

Applicant: City of Scranton

Company: City of Scranton

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Single Application for Assistance

Web Application Id: 8207981

Applicant: City of Scranton

Company: City of Scranton

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Company Information

Company Entity Type:	Government
Company Name:	City of Scranton
NAICS Code	9211
FEIN:	XXXXXXXXXX
DUNS Number:	060497856
CEO:	William Courtright
CEO Title:	Mayor
SAP Vendor #:	XXXXXX
Contact Name:	Maggie
Contact Title:	Perry
Phone:	(570)-558-8335 Ext.
Fax:	(570)-207-0412
E-mail:	MaMcLane@scrantonpa.gov
Mailing Address:	340 N. Washington Avenue
City:	Scranton
State:	PA
Zip Code:	18503

Single Application for Assistance

Web Application Id: 8207981

Applicant: City of Scranton

Company: City of Scranton

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

- Business Specifics

Current # of Full-time Employees:	
(In PA):	0
(World Wide):	0
Minority Owned:	N/A
	Select
Woman Owned:	N/A
Total Sales \$:	0
Total Export Sales \$:	0
R&D Investment:	0 (% of Budget)
Employee Training Investment:	0 (% of Budget)

- Enterprise Type

Indicate the types of enterprises that describe the organization listed above. You may select more than one type.

<input type="checkbox"/> Advanced Technology	<input type="checkbox"/> Agri-Processor	<input type="checkbox"/> Agri-Producer
<input type="checkbox"/> Authority	<input type="checkbox"/> Biotechnology / Life Sciences	<input type="checkbox"/> Business Financial Services
<input type="checkbox"/> Call Center	<input type="checkbox"/> Child Care Center	<input type="checkbox"/> Commercial
<input type="checkbox"/> Community Dev. Provider	<input type="checkbox"/> Computer & Clerical Operators	<input type="checkbox"/> Defense Related
<input type="checkbox"/> Economic Dev. Provider	<input type="checkbox"/> Educational Facility	<input type="checkbox"/> Emergency Responder
<input type="checkbox"/> Environment and Conservation	<input type="checkbox"/> Exempt Facility	<input type="checkbox"/> Export Manufacturing
<input type="checkbox"/> Export Service	<input type="checkbox"/> Food Processing	<input checked="" type="checkbox"/> Government
<input type="checkbox"/> Healthcare	<input type="checkbox"/> Hospitality	<input type="checkbox"/> Industrial
<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Mining	<input type="checkbox"/> Other
<input type="checkbox"/> Professional Services	<input type="checkbox"/> Recycling	<input type="checkbox"/> Regional & National Headquarters
<input type="checkbox"/> Research & Development	<input type="checkbox"/> Retail	<input type="checkbox"/> Social Services Provider
<input type="checkbox"/> Tourism Promotion	<input type="checkbox"/> Warehouse & Terminal	

Government,

Single Application for Assistance

Web Application Id: 8207981

Applicant: City of Scranton

Company: City of Scranton

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Project Overview

Project Name:

Paving Project

Is this project related to another previously submitted project?

No

If yes, indicate previous project name:

Have you contacted anyone at DCED about your project?

No

If yes, indicate who:

Single Application for Assistance

Web Application Id: 8207981

Applicant: City of Scranton

Company: City of Scranton

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Project Site Locations

Address:	340 N. Washington Avenue
City:	Scranton
State:	PA
Zip Code:	18503
County:	Lackawanna
Municipality:	Scranton City
PA House:	Kevin Haggerty (112), Marty Flynn (113)
PA Senate:	John P. Blake (22)
US House:	Matthew Cartwright (17)
Current Employees:	400
Jobs To Be Created:	0
Jobs that Pay:	\$31,612.00
	Created 0 Retained 0
	<p><u>Jobs that Pay</u></p> <p>Jobs that Pay is Part Of Governor Wolf's initiative to improve Pennsylvania's overall job climate and job growth through partnering with the private sector to encourage the creation and retention of jobs that pay at least 80% of the annual average wage in the county where the jobs are located. (See current county listings). Job creation and retention will help ensure that businesses and communities provide employment opportunities for all of the state's residents, improve the local tax base, and achieve prosperity and a higher quality of life for families and communities.</p> <p>NOTE: Jobs that Pay required data by the Department is for reporting purposes only and will NOT be used as a criteria for awarding loans, loan guarantees, grants or tax credits.</p>
Designated Areas:	Act 47 Distressed Community

Single Application for Assistance

Web Application Id: 8207981

Applicant: City of Scranton

Company: City of Scranton

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Project Budget

	Local Share Account Fund (Gaming Funds) Monroe County	Total
Miscellaneous	\$464,239.00	
Roadway improvement	\$464,239.00	\$464,239.00
Total	\$464,239.00	
	Budget Total:	\$464,239.00

Basis of Cost

Provide the basis for calculating the costs that are identified in the Project Budget.

Budget Justification

Budget Narrative

The narrative must specifically address each of the cost items identified in the Project Budget section. If an amount is placed in any of the OTHER categories, you must specify what the money will be used for. **NOTE:** Some programs have specific guidelines regarding the narrative necessary to qualify for that particular resource. Please read the Program Guidelines for details.

The cost estimate is based on a budget prepared by the City of Scranton Business Administrator's Office. The estimate is based on the square yardage of each roadway and the estimated price of each square yard.

Single Application for Assistance

Web Application Id: 8207981

Applicant: City of Scranton

Company: City of Scranton

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Project Narrative**What do you plan to accomplish with this project?**

Identify the problem(s) that need to be resolved.

The City of Scranton is requesting funding for a paving project in the Fawnwood Heights development in the City's west side. These streets are stressed with potholes and cracks; they are past the point of minor repairs which is why a paving project is necessary. The project activities include paving the following roadways: Fawnwood Drive, Forest Glen Drive, Ridgeview Drive, Overbrook Circle, Dogwood Circle, Red Oak Lane, Deerfield Road, and Whitetail Drive. The expected result of the project is safer streets that are easier to travel for Scranton residents.

The expected community impact is to enhance the appeal of Scranton for potential homebuyers and for future investment.

How do you plan to accomplish it?

Include expected outcomes that are measurable, obtainable, clear and understandable, and valid. Examples of measurable outcomes include jobs created or retained, people trained, land or building acquired, housing units renovated or built, etc.

The City of Scranton will put the paving project up for bid, once the company is selected based on the responses to the bids that company will be tasked with repaving the development.

How do you plan to use the funds?

Should include specific use of funds and reflect the budget provided with the application.

The funds will be used to pave :

Fawnwood Drive

Forest Glen Drive

Ridgeview Drive

Overbrook Circle

Dogwood Circle

Red Oak Lane

Deerfield Road

Whitetail Drive

All of these roadways are located in Fawnwood Heights in Scranton's west side.

Projected Schedule and Key Milestones and Dates

A detailed schedule of activities, including key milestones and dates, must accompany this application if applicable to the project.

It is estimated that the project will take six months to complete, weather permitting.

Timeline is attached in Addenda.

Single Application for Assistance

Web Application Id: 8207981

Applicant: City of Scranton

Company: City of Scranton

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Program Addenda

In addition to the Single Application, the Applicant shall submit the following list of items. All items marked with a red diamond are required to be uploaded to the application. The items that are not required should be uploaded if they are applicable to the project.

1. Provide a description of the project which discusses all of the following: (a) a detailed project description to include specific project activities and expected results; (b) the specific location of the project site; (c) whether the proposed project is consistent with an existing regional, county, or local comprehensive plan; (d) whether the proposed project has been identified as a priority investment in a local or regional economic development plan or strategy; (e) the anticipated employment, investment, and/or community impact of the project; (f) if a difference exists, the historical and proposed use of the project site; and (g) if applicable, the experience of the developer to include a discussion of previously completed projects.

Uploaded Documents

Program Addenda 1.docx

2. A projected schedule and detailed timeline for the project;

Uploaded Documents

Program Addenda 2.docx

3. A budget accompanied by a description of the basis of costs for the project and sources of funding;

Uploaded Documents

Program Addenda 3.docx

4. Copies of signed bids/quotations, contractor estimates, sales agreements, or engineer estimates verifying project costs. Bids should be current and dated;

Uploaded Documents

LSA Fawnwood (2).doc

5. Evidence of conformity of the project with local and regional comprehensive plans and zoning (in the form of a letter from the applicable planning/zoning office), if applicable;

Uploaded Documents

Single Application for Assistance

Web Application Id: 8207981

Applicant: City of Scranton

Company: City of Scranton

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Program Addenda

6. A letter of support for the project from the affected community;

Uploaded Documents

7. Provide a resolution duly adopted by the applicant's governing board formally requesting the grant, designating an official to execute all documents, describing briefly the project scope, and identifying the grant amount;

Uploaded Documents

8. Copies of funding commitment letters from all other project funding sources, if applicable; and

Uploaded Documents

9. Copy of the Applicant's and/or project user's latest financials.

Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and send via US Mail. Please reference the Application ID number on all mailed documents.

Uploaded Documents

2016 Audit Report.pdf

Pennsylvania DCED Local Share Account Fund – Monroe County
City of Scranton Paving Project
Web Application # 8207981

Program Addenda 1- Description of Project

The City of Scranton is requesting funding for a paving project in the Fawnwood Heights development in the City's west side. These streets are stressed with potholes and cracks; they are past the point of minor repairs which is why a paving project is necessary. The project activities include paving the following roadways: Fawnwood Drive, Forest Glen Drive, Ridgeview Drive, Overbrook Circle, Dogwood Circle, Red Oak Lane, Deerfield Road, and Whitetail Drive. The expected result of the project is safer streets that are easier to travel for Scranton residents.

This project is consistent with regional, county and local comprehensive plans however it has not been identified as an investment priority. The expected community impact is to enhance the appeal of Scranton for potential homebuyers and for future investment. An experienced developer will be chosen based on responses to an RFQ that will be issued once the grant is awarded.

Pennsylvania DCED Local Share Account Fund – Monroe County
City of Scranton Paving Project
Web Application # 8207981

Program Addenda 3- Budget

The City of Scranton is requesting \$464,239 in funding from the DCED Local Share Account Fund. This funding will be used for a paving project in the Fawnwood Heights section of Scranton's west side. The cost is based on an estimate prepared by City of Scranton Business Administrator David Bulzoni; these estimates were based on the cost associated with similar paving project throughout the City. The associated paving cost per square yard of roadway is \$15.08; this project anticipates paving 30,785 square yards of road way.

At this time the City does not have bids or contractor estimates to include because the Request for Quotes will not be posted until after grant funding has been secured. The City will be unable to complete this project at this time without the assistance of grant funding.

BUSINESS ADMINISTRATION

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

July 10, 2018

Department of Community and Economic Development
Local Share Account Grant Program
Commonwealth Keystone Building
400 North Street 4th floor
Harrisburg, PA 17120-0225

Re: PA Local Share Account Grant Program

Grant Review Group:

Relative to the above, please be advised that the City of Scranton is requesting a total of \$460,108 for a 2019 roadway improvement project as denoted below:

Street Estimate			
Street Name	Square Yardage	Price/Sq. Yd	Total Cost/Street
Fawnwood Drive	4424	\$15.08	\$66,714
Forest Glen Drive	10678	\$15.08	\$161,025
Ridgeview Drive	5492	\$15.08	\$82,819
Overbrook Cricle	1831	\$15.08	\$27,612
Dogwood Circle	1037	\$15.08	\$15,637
Red Oak Lane	1221	\$15.08	\$18,413
Deerfield Road	1373	\$15.08	\$20,705
Whitetail Drive	4729	\$15.08	\$71,314
	30785		\$464,239

On behalf of the City of Scranton, I would like to thank you for your assistance.

Please contact the City of Scranton with any questions.

Sincerely,

David M. Bulzoni
City of Scranton
Business Administrator



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

August 29, 2018

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED

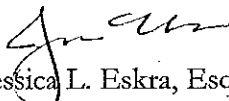
AUG 29 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GRANT APPLICATION BY THE CITY OF SCRANTON TO THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT ("DCED") FOR A LOCAL SHARE ACCOUNT GRANT (GAMING FUNDS) MONROE COUNTY IN THE AMOUNT OF \$464, 239.00 FOR A PAVING PROJECT IN THE FAWNWOOD HEIGHTS DEVELOPMENT IN WEST SCRANTON.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH KS ENGINEERS, P.C. FOR THE CITY OF SCRANTON TRAFFIC SIGN MANAGEMENT SYSTEM.

WHEREAS, a Request for Qualifications was advertised for the City of Scranton Traffic Sign Management System, and only one (1) proposal was submitted for review; and

WHEREAS, after review of the request for proposal submitted, it was determined that it would be in the best interest of the City to award the Contract to KS Engineers, P.C. for the reasons provided in the attached Memorandum from the Business Administrator.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with KS Engineers, P.C. for the City of Scranton Traffic Sign Management System.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

CONTRACT

This contract entered into this ____ day of _____ 2018 effective from _____ to _____ by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

KS ENGINEERS, P.C.
35 SOUTH 3RD STREET
PHILADELPHIA, PA. 19106
PHONE NO. (215) 925-0425

hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in accordance with the terms and conditions hereinafter set forth and the Contractor is ready, willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties do agree and intend to be legally bound as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of providing the City of Scranton Traffic Sign Maintenance System. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

THE CITY OF SCRANTON
TRAFFIC SIGN MAINTENANCE SYSTEM
PER THE ATTACHED BID PROPOSAL AND
SCRANTON SPECIFICATIONS

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by KS Engineers, P.C. dated July 23, 2018 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

(1) In the performance of the work and services hereunder, the Contractor shall act solely as an independent contractor, and nothing contained or implied shall at any time be so construed as to create the relationship of employer and employee, partnership, principal/agent, or joint adventurer as between Scranton and the Contractor.

(2) Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights, or of any other rights hereunder.

ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Bid Proposal and Specifications attached hereto. Said Bid Proposal and Specifications are incorporated herein by reference as though set forth at length.

Scranton agrees to pay the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

ARTICLE IV - INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless Scranton from and against any and all claims and actions, based upon or arising out of damage to property or injuries to person or other acts caused or contributed to by Contractor or anyone acting under the Contractor's direction or control or on the Contractor's behalf in the course of the Contractor's performance under this contract.

ARTICLE V - INSURANCE

- (1) Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Workers' Compensation, Comprehensive General and Contractual Liability, and Professional Liability Insurance in the following amounts:

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$ 500,000.00
Professional Liability	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	\$ 1,000,000 each person \$ 1,000,000 each occurrence \$ 1,000,000 aggregate
Property Damage	\$ 500,000 each occurrence
Personal Injury	\$ 500,000
Comprehensive Automobile Liability:	
Bodily Injury	\$ 300,000 each person \$ 500,000 each occurrence
Property Damage	\$ 500,000 each occurrence

- (2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:

- (a) Name of insurance company, policy number, and expiration data;

-
- (b) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of the Contractor);
 - (c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;
 - (d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and
 - (e) A statement confirming that Scranton, its agents and employees, have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

ARTICLE VI: TERMINATION OF CONTRACT

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this Agreement, or in the event of misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement, Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In such an event, all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

ARTICLE VII: DEFAULT

In the event of a default by Contractor under this Agreement, the defaulting party then shall reimburse the non defaulting party for all costs and expenses incurred by the non defaulting party in connection with the default, including without limitation, court costs and attorneys fees at the trial level and on appeal.

ARTICLE VIII: JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all obligations hereunder are to be performed in Lackawanna County, Pennsylvania. Jurisdiction over the subject matter and performance of this Agreement is therefore vested in the Lackawanna County Court of Common Pleas.

ARTICLE IX - ENTIRE AGREEMENT

This contract constitutes the entire agreement between Scranton and Contractor. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and if it has been induced by no representations, statements, or agreements other than those expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract is entered into under and subject to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, approved March 7, 1901, its supplements and amendments, and the liability of the City of Scranton herein limited to the amount appropriated for the same and subject to the Section 6-13 of the Administrative Code of the City of Scranton which limits payments of money out of the City Treasury to appropriations made by the Council

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

BUSINESS ADMINISTRATOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

KS ENGINEERS, P.C.

BY:

TITLE: _____

DATE: _____

BUSINESS ADMINISTRATION

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

August 11, 2018

Memo

To: William Courtright, Mayor
Jessica Eskra, Solicitor
Lori Reed, City Clerk
Dennis Gallagher, Public Works

From: David Bulzoni, Business Administrator

Re: Traffic Sign Management System Recommendation

All,

The City of Scranton received a single proposal on July 27, 2018 following the publication of a Request for Qualifications Proposal supporting the above project.

The following engineering firm submitted the qualifications proposal:

1. KS Engineers, PC, \$270,600

The above cost includes the creation of a street sign inventory list and database, along with a complete evaluation of the signage. The cost also includes two additional options for the completion of a traffic signal inventory within the same database and a video capture of the sign and traffic signal data. The cost does not include a third option, which is sign replacement. The firm would provide project oversight and assistance at a cost of \$7,100 per day if the City sought to use a third party contract for sign replacement. It is the recommendation of the Office of Business Administration not to include this option associated with sign replacement. The annual maintenance fee for database management is \$2,600, beginning in 2020.

This initiative will enable the City to create a complete database of all traffic signs with a comprehensive evaluation of those signs. KS Engineers has experience in providing this service to a similarly sized municipality, as the firm has worked with the cities Camden (population 74,000), Newark, and Summit in New Jersey. Newark is similar in size to Scranton at 26.11 square miles. The scope of work for those cities included a complete traffic sign inventory, assessment and implementation of a web-based management system. The cities of Camden and Newark have approximately 23,000 and 50,000 signs respectively.

The scope of work includes the creation of a video log using a GPS based data collection system, a visual conditions assessment, sign attributes extraction, a nighttime reflectivity assessment and the preparation of a priority report for replacement. Given the condition of city street signs, most will likely be deemed critical for replacement.

The sign inventory and management system will integrate with a sign design and cutting facility for immediate system updates. It is recommended that the City invest in a state-of-the-art sign production machine. The data capture will enable city employees to methodically develop a protocol for the replacement of signs throughout the City geography. This recommendation would preempt the need to conduct a third party sign replacement initiative and use city employees to develop a plan to replace those signs. The system will create significant efficiencies in tracking progress.

In order to fulfill the objectives of the project, which are to collect record and make available all traffic sign information and to assess those existing assets, the firm delineates the project into eight tasks. Those tasks begin with a project kickoff meeting and end with staff training and support of the database. Again, this office recommends the use of this system as a replacement of what is expected to be a much more costly third party initiative to replace all street and related signage in the City. A more pragmatic approach is to develop a timeline for replacement using the management system and to delineate the City geography into manageable units for replacement. Since the City maintains signs located on more than 263 center line miles of roadway, a state-of-the-art inventory system is a critical component of not only replacement but ongoing maintenance. As a budgetary consideration, the City may contemplate staffing needs since the sign inventory is now managed by one full time and one part time employee.

The City is seeking a DCED Multimodal Transportation Grant to fund seventy percent (70%) of the project. The City's match requirement would equal \$81,180. Funding for the match, or, possibly for the entire cost, may be allocated from the City's debt service account fund balance. This allocation via transfer would require Council approval. The grant application was submitted on July 31, 2018.

Based on the above information, the Office of the Business Administrator recommends the approval of the proposal submitted by KS Engineers and the subsequent contract with the firm.

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

July 27, 2018

Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton, Pa. 18503

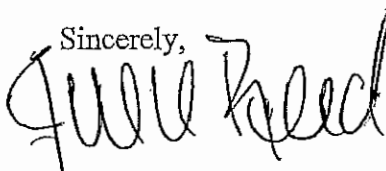
Dear Mr. Bulzoni,

This is to inform you that proposals were opened Friday, July 27, 2018 in Council Chambers for the **City Of Scranton Traffic Sign Management**. Attached are the copies of the proposals submitted by the following company:

KS Engineers, P.C.

After your review of the proposal, please inform the Law Office of your decision so they may call for a contract or reject said bid.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

Encls.

CC: Mrs. Roseann Novembrino, City Controller
✓ Mr. David Bulzoni, Business Administrator
Mrs. Lori Reed, City Clerk
Mrs. Jessica Boyles Eskra, City Solicitor
File

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

July 3, 2018

Mr. David Bulzoni
Business Administrator
340 North Washington Ave.
Scranton Pa, 18503

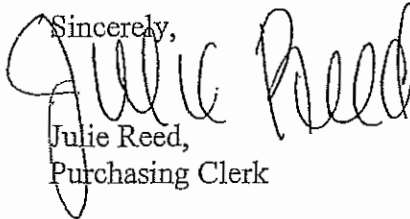
Dear Mr. Bulzoni,

This is to inform you that bids will be opened in Council Chambers on Friday
July 27, 2018 at 10:00 A.M. for the following:

City of Scranton Traffic Sign Management System

Attached, please find an Invitation to Bidders, Specifications, and Proposal Blank.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

CC: Mayor William Courtright
Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Mr. David Bulzoni, Business Administrator
Mrs. Rebecca McMullen, Financial Manager
Mrs. Jessica Eskra, City Solicitor
File



CITY OF SCRANTON, PENNSYLVANIA

REQUEST FOR PROPOSALS
SPECIFICATIONS AND GENERAL TERMS AND CONDITIONS FOR:
TRAFFIC SIGN MANAGEMENT SYSTEM

SUBMISSION DATE
AND TIME:

July 27, 2018 — 10:00 a.m.

MANDATORY PRE-PROPOSAL
MEETING:

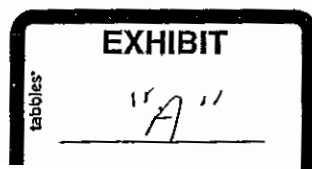
NONE

BID BOND:

NONE REQUIRED

CONTACT PERSON:

DAVID M. BULZONI
CITY OF SCRANTON BUSINESS
ADMINISTRATION
340 NORTH WASHINGTON
AVENUE
SCRANTON, PA 18503
(570) 348-4118



REQUEST FOR PROPOSAL

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until 10:00 a.m. July 27, 2018, at which time such proposals will be opened in the City Council Chambers for the following:

CITY OF SCRANTON TRAFFIC SIGN MANAGEMENT SYSTEM

All proposals shall be in accordance with the Request for Proposal (RFP) specifications which are now available and can be picked up at the Office of the Bureau of Purchasing, 4th Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503.

Sealed envelopes containing the proposals will be received and identified by "Proposal for Traffic Sign Management System". The envelopes should be delivered or mailed to the Office of the City Controller, at the address listed above, so as to arrive by the date and time specified above. The City of Scranton will require Five (5) copies of this proposal as noted in this Request for Proposal.

If you have any questions, please contact David M. Bulzoni, Business Administrator, as noted in the Request for Proposal.

David M. Bulzoni

Business Administrator

1.00 PROJECT OVERVIEW

1.1 Scope of Project

The City of Scranton (hereinafter "City"), Pennsylvania, is seeking proposals to procure a TRAFFIC SIGN MANAGEMENT SYSTEM. The City intends to enter into a contract with a qualified and responsible firm for the purchase of such a system. Any firm (hereinafter "Vendor") desiring to be considered to provide such a unit shall submit proposals in accordance with the instructions and format of the attached Request For Proposals (RFP) documents.

The City of Scranton has approximately 263 center line miles of roadways. The Traffic Sign Management System provided shall consist of (but is not limited to) the following described principal components, attachments, and accessories necessary to meet the operational and performance requirements for the inventory of all signs within the City of Scranton, along with traffic signal locations.

2.00 EVALUATION OF PROPOSALS

2.1 Requests for Proposals

A Request for Proposal is a method of procurement which will enable the City of Scranton to select the most suitable respondent to provide the requested services following a thorough review of the proposals. A designated Evaluation Committee may conduct discussions with any Vendor who submits an acceptable or potentially acceptable proposal. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion based on proposal review by the Evaluation Committee. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other Vendor.

Should the City elect to purchase the consultant services detailed in this request it will then enter into a contract/agreement with the most responsible respondent whose proposal is determined to be in the best interest of the City. Responses to this Request for Proposal will be reviewed against the criteria contained herein, and award of the contract/agreement shall be made in accordance with standard City purchasing procedures.

The City of Scranton reserves the right to reject any or all responses or parts thereof for any reason, to negotiate changes to proposed terms and to waive minor inconsistencies with the Request for Proposal. The City further reserves the right to make a selection on the basis of an interview process, qualifications, experience in providing similar services elsewhere, overall responsiveness to the requirements of this Request; and to negotiate a contract/agreement with the Consultant.

2.2 Negotiations

The City reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP and to determine the acceptability or unacceptability of any and all proposals. The City shall unequivocally be the sole and final judge. Decisions

are final and shall not be subject to recourse by any person, firm or corporation. The City may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the Vendor during discussions or negotiations will be held by the City as contractually binding on the successful Vendor.

2.3 Award

Proposals will be evaluated and negotiated by a designated Evaluation Committee. The Evaluation Committee will determine the qualifications, responsibility and capabilities of Vendors, the reasonableness of price, and other factors. Any decision in this respect shall be the basis for an approval recommendation.

3.00 INSTRUCTIONS TO VENDORS

3.1 Proposal Package

All sections and attachments of this RFP package are integral to the desired scope of services, and submitted proposals shall take into account the comprehensive nature of the work required. The specifications included in this package describe the services and equipment which the City feels are necessary to meet the performance requirements of the City, and shall be considered the minimum standards expected of the Vendor. The City shall require the successful Vendor to fully comply with the specifications.

3.2 Confidentiality

After award of a contract, all responses, documents, and materials submitted by the Vendor pertaining to this RFP will be considered public information and may be made available following the award in accordance with Commonwealth of Pennsylvania Act 3, the Right to Know Law. However, upon request from the Vendor, the City will determine the validity of written requests for nondisclosure of trade secrets and other proprietary data as identified.

3.3 Proposal Delivery Procedures

Sealed proposals shall be delivered for public opening to the Office of the City Controller, City Hall, 2nd Floor, 340 North Washington Avenue, Scranton, Pennsylvania, 18503, by 10:00 a.m., local time, July 27, 2018. Sealed envelopes shall be clearly labeled "Proposal for Traffic Sign Management System".

Proposal Policies

- a. All submittals shall become the property of the City of Scranton and will not be returned.
- b. Deadline extensions will not be granted.
- c. Late submittals shall not be evaluated.
- d. The City of Scranton reserves the right to reject any or all submittals on the basis of being unresponsive to these guidelines or for failure to disclose requested information.
- e. The City of Scranton shall not be liable for any costs incurred by Respondents in the preparation of submittals nor in costs related to any element of the selection and contract negotiation process.
- f. To the extent allowed by law, responses will be held in confidence by the City of Scranton
- g. The proposal shall be binding for a period of ninety (90) days.
- h. Proposals not properly addressed shall not be accepted.
- i. The City of Scranton assumes no responsibility for improperly delivered proposals, carrier delays, or interruptions in the delivery service causing the proposal to be submitted following the deadline.
- j. Any proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by the Business Office at the above address prior to the date and time of receipt of proposals. The request must be made formally in writing or electronically by email.

No oral, telephonic, emailed, or faxed responses shall be considered. Any responses received after the above scheduled due date and time shall not be accepted or considered.

3.4 Withdrawal of Proposals

A written request for the withdrawal of a proposal may be granted if the request is received by the Purchasing Department of the Office of Business Administration prior to the specified time of proposal opening. However, after a proposal is opened, it will be binding for a period of ninety (90) calendar days.

3.5 Non-Acceptance of Proposals

No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or has failed to faithfully perform any previous contract with the City.

3.6 Proposal Opening Procedures

The opening of all proposals shall commence immediately after the stated delivery date and time in the second floor Council Chambers of City Hall, 340 North Washington Avenue, Scranton, Pennsylvania, and the names of all Vendors submitting proposals shall be publicly read. All potential Vendors and the public may attend the proposal opening. The City shall then take all proposals under review.

3.7 Reserved Rights

The City reserves the right, at any time and for any reason, to cancel this RFP, to reject any or all proposals, or to accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal. The City may seek clarification from a Vendor at any time and failure to respond promptly is cause for rejection. Any subsequent contract award associated with this Request for Proposal is contingent upon the availability of funds for the Project. If funds are not available, any agreement resulting from this Request for Proposal shall become void and of no force and effect.

3.8 Agreement

The City of Scranton shall, upon mutually agreeable and acceptable terms and conditions with the successful contractor, enter into a formal agreement for an agreed upon project cost. The City reserves the right, subject to mutual agreement with the successful contractor, to extend the terms of this agreement, and for an agreed upon period of time.

3.9 Cancellation of Agreement

The City of Scranton reserves the right to cancel any contract/agreement, at any time, with sixty (60) days prior written notice to the contractor, should any of the following conditions exist:

- a. Funds are not appropriated by the City for continuance of this agreement;
- b. The City, through changes in its requirements, method of operation, or program operation no longer has a need for the service.

4.0 Awarding the Services

The services shall be awarded to the vendor whose qualifications are deemed to best provide the best value for the services desired, taking into account the requirements, terms and conditions contained in the request for proposals and the criteria for evaluating proposals.

4.00 TRAFFIC SIGN MANAGEMENT SYSTEM TECHNICAL REQUIREMENTS

4.1 General

Signs

Attribute Name	Field Definition/Information
Sign ID	Vendor will work with City to establish an appropriate numbering scheme.
Sign Code	MUTCD (PA) code designations or custom designation for specialized signs.
Sign Description	MUTCD (PA) description of sign or custom description for specialized signs
Sign Photos	JPEG images of each sign, taken from video/photo log, and linked to the data set and geo referenced for location. Image must be of sufficient quality to read sign text.
Sign Panel Size	To be estimated from screen and associated with City's standard sign dimensions.
Sign Daytime Condition Rating	Each sign will be rated for physical condition corresponding to the sign condition rating system described further below. Ratings limited to Critical, Fair, and Good.
Travel Direction	Direction sign is facing (N, S, E, W, NE, NW, SE, or SW)
Name of Inspector	Name
Date of Inspection	mm/dd/yyyy
Comments	Additional info.

It is the intent of these specifications to describe the minimum requirements for a Traffic Sign Management System. The expressed purpose of this system is to enable the City to:

- A. Collect, record, and make available information concerning traffic signs located on the roadways within the city limits of Scranton;
- B. Assessment of sign condition; and
- C. Sign fabrication and replacement of signs on a work order basis.

4.2 Assessment of Sign Inventory Attributes to Be Collected

Sign Structures/Posts

Attribute Name	Field Definition/Information
Address	Street name
Cross-street	Cross street where applicable, mid-block
Public Works Maintenance District	Location determined per work district map
GPS Coordinates	latitude and longitude in both tabular and map format; tolerance from actual sign location not to exceed +3 feet
GPS Date	Date GPS coordinates were captured.
Sign Structure/Post ID Number	Vendor will work with City to establish an appropriate numbering scheme.
Sign Structure/Post Type	1e: Streetlight with Pole ID# (where applicable), mast arm, unistrut, wood, or 2-in round
Sign Structure/Post Location	Overhead, median, shoulder (incl. planter areas), or sidewalk, or special comments

4.2.1 Physical Inventory of Sign Structures and Posts

4.2.2 The Vendor will perform a field review of the project area to verify or collect existing sign inventory. The location of all signs shall be determined utilizing the Global Positioning System (GPS). All signs shall be located to +3 meters resolution.

4.2.3 The scope of work includes all traffic signs located within the City's jurisdiction right-of-way excluding off-road, parks, or alleys.

4.3 Sign Assessment Process and Data Collection

4.3.1 Method for Assessment

A visual night-time sign assessment method shall be used for conducting retro-reflectivity assessment for all signs located within or associated with the City street right-of-ways. The visual nighttime sign assessment method shall conform to FHWA Comparison Panel method guideline.

The data shall be gathered and collected in a field computer containing the sign inventory database. The inventory database shall be updated via a web-based interface utility program.

4.3.2 Rating Criteria

Visual inspection utilizes an inspector judgment call on the rating based on his/her training. It is preferable to maintain the same inspectors throughout the project if possible. The inspectors are trained to observe the signs at various levels of retro-

reflectivity including signs at the minimum levels to acclimate the inspector to distinguish differences in retro-reflectivity levels.

The sign must have a retro-reflectivity level higher than the comparison standard panel in order for the sign to pass. The procedure can be done during daytime; although, it is preferable to conduct the assessment during nighttime drive through assessment.

Rating Criteria:

- a) CRITICAL—sign need immediate replacement
- b) FAIR—sign that may need replacement within 1-5 years
- b) GOOD—sign that may need replacement within 5 or more years

A daytime inspection shall be conducted to identify signs that have issues with post alignment, color fade, vandalism/damages, and obstruction. The data shall be gathered and collected in a field computer containing the sign inventory database. The inventory database shall be updated via a web-based interface utility program.

4.3.3 Data Requirements

The Vendor shall create a log for each inspection which establishes the name of the inspector, assessment method, route, date, time, weather conditions, vehicle model and year of manufacture.

A GPS track log of the inspection shall be made available to the City of all inspected routes in ESRI shape-file format.

4.3.4 Database Conversion

Optional service can be provided to the City to provide a utility programming code to convert the database to a compatible database that can be imported one-way into a City Asset Management System (AMS).

4.4 Electronic Traffic Sign Inventory System

This work shall consist of providing a web-based Traffic Sign Inventory site to the City that will allow tracking traffic signs. The site shall include all specific requirements outlined in this specification and shall be accessible by City designated individuals only (by use of an interactive password security system).

4.4.1 Site Components

The web-based Sign Inventory Database site shall consist of the following components:

The web-based Sign Inventory Database shall be constructed on a base map provided by the City, of the City jurisdiction. The base map shall indicate all applicable roadways within City right-of-way and shall designate such roadways by proper name.

The web-based Sign Inventory Database shall include navigation capabilities to pan and zoom different views at various locations and resolutions on the base map, allowing for viewing the project area and reported information.

The web-based Sign Inventory Database shall be a secure site, accessible from a typical personal computer, and shall be accessible by password only. Passwords shall be granted to individuals at the City's discretion.

4.5 Additional Requirements

Within the web-based Sign Inventory Database, there shall be the ability to link a photograph associated to that specific sign. Tabular data shall include the ability to sort the data in ascending or descending order based on the column heading. All tabular data (generated through query, search, or spatial select) shall be downloadable into a format consistent with Microsoft Excel or agency defined format.

The web-based Sign Inventory Database shall include a search function that queries the data by, but not limited to, MUTCD type, Sign ID, Post ID, Current Condition Assessment, Sign Age. The result of the search shall be plotted on the map and displayed in tabular data.

The web-based Sign Inventory Database shall have up to five custom text fields that the City deems necessary. The initial data included in the web-based Sign Inventory Database shall consist of:

- A Unique Identifier for each sign and for each post
- GPS Coordinates
- MUTCD Sign Type
- Sign Orientation
- Post Type
- Sign & Post Condition

The web-based Sign Inventory Database shall include a contact option to directly send an email to the Vendor to inquire or ask a question about any of the sign components, schedule for completion or other information included in the project.

The web-based Sign Inventory Database shall be fully functional within thirty (30) working days of the notice to proceed on the proposal and after receipt of the City's provided base map. Data on the site shall be updated on a regular basis to report progress of work on the contract.

At the termination of the contract the Vendor shall provide all City data in a format consistent with Microsoft Excel within ten (10) business days.

4.6 Field Assessment Tracking Tool Specification

The Field Assessment Tracking Tool shall be a GPS enabled data collection tool that allows the user to perform sign and post assessment from a moving vehicle via a touch screen interface on a field computer.

The computer software shall be a standalone desktop Geographic Information Systems (GIS) application (not connected to the internet for any functionality or data) to be used on a field computer with the following minimum specifications:

1. Minimum ten (10) inches or greater screen with touch interface
2. Intel Atom N-270 - 1.6 GHz processor
3. 1GB of RAM
4. Less than 3 pounds in weight

The Vendor shall provide one field computer loaded with the application to be used by the City. If additional units are needed the Vendor will be compensated separately for each additional unit.

The tool shall use GIS data files in both ESRI Shape-file format and ESRI Personal Geo-database format. Additionally the tool shall utilize the GPS to continually update the user's current location relative to the sign locations at a minimum of one second intervals.

The graphical user interface of the GIS application shall include:

1. A legend panel showing symbology information for each GIS layer;
2. A reference map showing the current map window in relation to the total project area;
3. A scale bar and cursor location information;
4. Basic pan/zoom navigational tools including selection tools; and
5. A feature attribute table showing attributes of selected signs.

The "signs" data file shall be editable by either assessment buttons and/or editing the feature attribute data table directly. The user making the edits and the time/date stamp when the edit was made will be logged in the data base for a minimum period of two years.

The "feature" attribute table shall include the ability to sort the data in ascending or descending order based on the column heading and to select which attribute fields are to be displayed for assessment.

The application shall allow a transfer utility program to connect (dock) with the web-based repository (master) signs database to extract a copy of the signs database that will be used by the field assessment tool. Additionally, after an assessment cycle, docking shall add updated/changed assessment records to the web-based repository (master) database in a separate assessment table.

The Vendor shall provide technical support for the field data collection tool throughout the contract term, in addition to providing unlimited data updates via automatic docking.

4.7 Data Verification

In order to assure the quality of the sign data collected, the City will be conducting audits on positional accuracy, sign count and attribute accuracy.

The City reserves the right to use City staff or a third party to audit the sign inventory prior to final payment. In the event of a dispute the Vendor will have the opportunity to perform an audit to compare their information with that provided by the City. The City has final dispute resolution oversight.

The Vendor shall prepare a written report identifying all signs in need of maintenance. This report will include identification of defects and sign attributes in sufficient detail to generate a work order. The Vendor shall review the work plan with the City. Upon approval of the work plan, the City will perform the work until all items on the work plan have been completed. The City will be responsible for the cost of all materials to make such repairs.

5.00 OPTIONS

OPTION A Traffic Signal Inventory

In addition to signage the Vendor shall inventory all traffic signal. The traffic signals will be treated in the database similar to sign posts with customized "MUTCD" code along with up to five attributes. The following attributes for Traffic Signals shall be included:

Traffic Signals:

- Pole Location
- Pole Type (mast arm, post)
- Pole Height

All other issues within this contract that would pertain to the locations of the Traffic Signals will also be required under this option.

OPTION B Sign Replacement

The successful Vendor has is encouraged to provide a cost option for all sign materials and supports in need of replacement following initial inventory as a prerequisite for approval. The City maintains the right to approve the vendor selected to purchase these materials and supports. The City Department of Public Works will provide oversight of all installations of the signs in need of replacement.

The Vendor shall prepare a written report identifying all signs in need of maintenance. This report will include identification of defects and sign attributes in sufficient detail. The Vendor shall review the work plan with the City. Upon approval of the work plan by the City, the Vendor shall initiate replacement and maintenance activities and work continuously until all items included in the work plan are completed. All parts used in constructing highway signs shall be new and shall conform to the requirements of these specifications, the plans and the latest edition of the ASTM Standards for Sign Supports for highway signs, luminaries and traffic signals. If any departures of materials and fabrication from the plans or specifications are deemed necessary by the Vendor, details of such departures and the reasons therefore, shall be submitted to the City's Engineer for approval. No such departure shall be made without the prior written approval of the Engineer.

Fabrication of all signs and supports shall be in accordance with the details shown on the specifications and be consistent with manufacturers' recommendations. Any departure from the plans shall be submitted in the form of shop drawings. Work shall be done in a uniform, workmanlike manner. Cost option shall be provided for the following:

12 inch height for 6 inch letters and/or 8 inch height for 4 inch letters. Street name signs have a white legend on a green background.

OPTION C Video Capture

The successful Vendor shall supply a video capture of the sign inventory (along with any additional software, etc.) as needed.

6.0 MISCELLANEOUS PROVISIONS

6.1 Warranty/Service

The RFP should fully detail any and all warranty terms and conditions. Additionally, the RFP should state the cost, terms, and conditions for any available service contracts that extend beyond the base warranty.

6.2 Training

The successful Vendor shall provide a qualified technician to provide complete training to city personnel at the City's Public Works Center. Training shall include complete operation of all services and equipment provided within the RFP specification for the Traffic Sign Management System.

6.3 References

The Vendor shall submit a list of two similar units sold in other local or state government agencies within the past three years, with name, address and telephone number of a contact person.

CITY OF SCRANTON
TRAFFIC SIGN MANAGEMENT SYSTEM PROPOSAL

We hereby agree to furnish to the City of Scranton a Traffic Sign Management System in accordance with provisions, instructions, and specifications of the City of Scranton for the prices as follows:

Traffic Sign Management System being bid:

Total purchase price for Traffic Sign Management System:

\$ _____

Total purchase price for Option A - Traffic Signal Inventory:

\$ _____

Total purchase price for Option B — Sign Replacement:

\$ _____

Total purchase price for Option C — Video Capture:

Total purchase price for each additional Field Assessment Tracking Tool:

Annual Maintenance Fee:

\$ _____

Maintenance Start Date: _____

Maintenance End Date: _____

CITY OF SCRANTON TRAFFIC SIGN MANAGEMENT SYSTEM PROPOSAL

(CONTINUED)

No additional charges over the total proposal price will be made during the specified Bid/Contract period. The City of Scranton is exempt from sales or federal tax; therefore, do not include in bid price.

Delivery of the item(s)/completion of work will be within _____ day(s) following notification of bid award.

State length and terms of warranty(s): _____

Is your proposal in compliance with specifications? ____ Yes ____ No
If answer is no, list deviations on the provided "Specification Deviation" Form.

Signed on this _____ day of _____

If an individual or partnership, all individual names of each partner shall be signed (attach additional sheet if required):

By _____
Print Name..... _____
Position/Title..... _____
Company Name ...: _____
Address _____
Address line 2 _____
Telephone _____

If a corporation, an officer duly authorized should sign and attach corporate seal

PLACE CORPORATE SEAL HERE

By..... _____
Print Name _____
Position/Title..... _____
Company Name _____
Address _____
Telephone..... _____

CITY OF SCRANTON
TRAFFIC SIGN MANAGEMENT SYSTEM PROPOSAL

(CONTINUED)
REFERENCES

All bidders shall supply two names, addresses, telephone numbers and names of persons to contact as performance references, or current accounts.

Company Name:	_____
Address	_____
City & State.....	_____
Telephone Number	_____
Person to Contact.....	_____
Title/Position	_____

Company Name:	_____
Address	_____
City & State.....	_____
Telephone Number	_____
Person to Contact.....	_____
Title/Position	_____

Attachment A.

Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made good faith effort to correct it; such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.

- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.
- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

(Name of Bidder)

BY: _____

TITLE: _____

Attachment B.

Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

DATE: _____

(Name of Bidder)

BY: _____

TITLE: _____

Attachment C.
Non-Collusion Affidavit of Prime Bidder

STATE OF _____

COUNTY OF _____

_____, being
first duly sworn, deposes and says that:

1. He is _____
(Owner, partner, officer, representative or agent)

of _____, the Bidder that has submitted the
bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____

_____, 20 _____

(TITLE)

MY COMMISSION EXPIRES _____

_____, 20 _____

Attachment D.

Disclosures by Current Contractors

1. Provide the names and titles of all individuals providing professional services to the City of including advisors and subcontractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
 - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position;
 - List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration.
2. Since January 1, 2011, have any of the individuals identified in paragraph one above been employed by the City of Scranton. If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment.
3. Since January 1, 2011, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton.
4. Since January 1, 2011 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made.
5. Since January 1, 2011, has the contractor made any Contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution.

6. Does the Contractor have a direct financial, commercial, or business relationships with any individual on the List of Municipal Officials. With regard to every municipal official for which the answer is yes, identify that individual and provide a detailed written description of that relationship.
7. Since January 1, 2011, has the Contractor conferred any gift of more than nominal value to any individual on the List of Municipal Officials. A gift includes money, services, loans, travel, and entertainment, at value or discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the gift, and the date it was conferred.
8. Did the Contractor make political contributions the meet all of the following four criteria: (i) The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution.
9. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.
10. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph one must participate in completing this form and must sign the verification statement below.

VERIFICATION

I, _____, hereby state that I am _____

for _____, and am authorized to make this verification.

I verify that the facts set forth in the foregoing Act 44 Disclosure Form for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

Signed: _____

Date: _____



Engineers . Surveyors . Construction Managers

KS Engineers, P.C. 35 South 3rd Street, Philadelphia, PA 19106 . Tel: 215.925.0425 . Fax: 215.925.0430 . www.kseng.com

David M. Bulzoni
City of Scranton Business Administration
340 North Washington Avenue
Scranton, PA 18503

July 25, 2018

Re: Proposal for Traffic Sign Management System

Dear Mr. Bulzoni:

KS Engineers, P.C. (KSE) is pleased to submit six (6) copies of our proposal for the above-referenced solicitation. We offer a highly experienced staff that is fully versed in the techniques necessary to successfully execute the services required for this contract. The KSE Team includes Geospan Corporation and SignCAD Systems, Inc.

To best serve the City of Scranton, this project will be administered from KSE's office at 35 South 3rd Street, Philadelphia, PA. Additional resources will be utilized from our office in Newark, NJ. For this project, KSE offers the City of Scranton the following unique advantages:

- ❖ KSE brings the most short and long-term economical solutions to this project. By utilizing the existing Sign-Track web-based mapping and inventory platform, KSE will eliminate the need to introduce a new system, and associated training.
- ❖ KSE brings together the "Solution" that works flawlessly. Our solution has been tested and is being used by many agencies throughout the USA. This same system will be used to inventory traffic signal equipment. The attributes will be changed to conform to the requirements of the RFP. This is discussed in detail within the narrative section of the proposal. Here in New Jersey, our Sign Management System has been implemented for SJTPO, the counties of Passaic and Burlington, and the cities of Newark, Camden, and Summit.
- ❖ Our Traffic Signal Equipment Inventory Management System (TSMS) is a unique solution in this market, integrating Apple iOS/OSX-based Tablets and desktop computers with the Traffic Sign Management System.
- ❖ Our Traffic Signal Equipment Inventory Management System will run on any platform with Internet access. No IT infrastructure is necessary.
- ❖ KSE has worked with Geospan and SignCAD previously on several similar projects with great success. The rapport between our firms will allow the KSE Team to work quickly and efficiently for the City of Scranton.

We appreciate the opportunity to submit our proposal and look forward to working with you. Should you have any questions regarding our material, or require additional information, please feel free to contact me at 973.623.2999, extension 101 or at kshahid@kseng.com.

Very truly yours,
KS Engineers, P.C.

Kamal Shahid, PE
President

New Jersey . New York . Pennsylvania . Connecticut

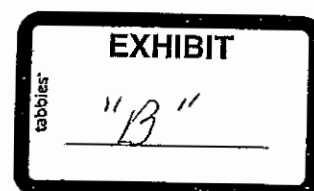


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/// INTRODUCTION

KS Engineers, P.C. (KSE) is an award-winning, multi-disciplinary engineering firm that provides Traffic Sign Management Services to clients across the northeast. KSE has extensive experience in the inspection, retroreflectivity assessment, and inventory management of traffic signs, as well as in GIS mapping and asset management services for various state and local governmental agencies. Our sign inspection and inventory experience includes the performance of visual and hands-on inspection of ground-mounted and overhead signs, including assessment of the nighttime retroreflectivity of the sign panels and collection of GIS location and attribute data for sign structures.

Since KSE was founded in 1991, the quality and on-time delivery of services have been key factors in the firm's strong growth. KSE has a staff of over 250 full-time employees, 56+ licensed civil, structural, and geotechnical engineers, four licensed land surveyors, six fully-equipped survey crews, more than 20 support engineers and surveyors, 100+ construction managers and inspectors of various levels, and eight LEED® accredited professionals.

To best serve the City of Scranton, KSE has assembled a team that has undertaken this type of project for other municipalities and counties in the northeast and has successfully completed projects that total over 200,000 signs. These projects included driving the existing street system using a vehicle with five cameras that can take multiple pictures per second of each sign, attributing each sign based on the attributes required by the project owner, and developing a database that can be placed on the web for easy access to add new signs, replace existing signs, or remove existing signs.

The software we provide will permit the sign shop manager the ability to issue work orders to the sign crews in the field. Field crews will be able to update the database as they install, replace, or remove existing signs so the database is always current. We provide the training to the sign shop manager and sign crews. The software can be accessed via desktop computer, iPad, or Android.

The KSE Team has been assembled to provide the City of Scranton with the experienced leadership and personnel it needs for the successful completion of this project.

- Our proposed Project Manager Harry Baker has managed KSE's traffic sign management projects. With more than 42 years of experience as a traffic engineer he will be responsible for establishing the schedules, staffing, project management, budgets, and training. Mr. Baker will serve as the City's point of contact for this project and will direct all personnel working on this task.
- Working with Mr. Baker will be Larry Kern, PE, who has served as the Deputy Project Manager for KSE's traffic sign management projects. With over 30 years of experience, Mr. Kern will assist Mr. Baker in developing the schedules and staffing. He will also be in the field to review the retroreflectivity procedures prior to undertaking this task.
- Frank Frega, PE, a Vice President at KSE with over 45 years of experience will be responsible for the Quality Assurance/Quality Control for this project. He has served in this role on KSE's other traffic sign management projects.

In addition to our highly qualified in-house team, KSE is supported by two firms that are recognized experts in their respective fields with whom we have successfully completed similar traffic sign management projects.

- Geospan Corporation (Geospan) will provide sign imagery and GPS data collection services. They bring more



than 20 years of leadership in automated sign data collection capabilities. The company has invested more than \$12 million in the research and development of patented technology that enables the creation of computerized three-dimensional models from standard two-dimensional cameras. As one of the original pioneers in the mobile mapping industry, Geospan's GEOVISTA® technology provides proven, patented procedures to solve the time, cost, and safety issues associated with traditional field sign data collection methods. The company's technology enables the creation of visual geographic information consisting of spatially-indexed movies of urban streets, traffic signs and the surrounding real estate, and the geographic position of all images.

- SignCad Systems, Inc. is the developer of SignTRACK, a leading sign management system designed for the purpose of maintaining traffic sign inventory records, with an emphasis on retroreflectivity. SignTRACK is a secure, web-based application that utilizes the latest data management and storage technologies to create a user-friendly, web-based system that integrates perfectly with existing tools. SignTRACK is integrated with SignCAD Sign Design software and is currently being used in numerous government agencies throughout the United States.

In this proposal, we detail the superior qualifications of the KSE team and demonstrate why we are the best team to successfully complete this important project for the City of Scranton.



/// RELEVANT EXPERIENCE

KSE has extensive experience in the inspection, retroreflectivity assessment, and inventory management of traffic signs, as well as in GIS mapping and asset management services for various state and local governmental agencies. KSE is completing the sign inventory and inspection for Burlington County within the DVRPC region. For the NJDOT, KSE has completed eight (8) sign inspection and inventory projects. Each of these projects included a visual and hands-on inspection of ground-mounted and overhead signs, including assessment of the nighttime retroreflectivity of the sign panels and collection of GIS location and attribute data for each sign structure. All sign data collected were entered into the NJDOT "Sign Inspection and Inventory Database" system. KSE has also performed detailed sign inspections, retroreflectivity assessment, and attribute data collection of over 120,000 traffic signs in Essex, Hudson, Passaic, and Somerset Counties, and the Cities of Newark and Summit. The following table summarizes KSE's relevant experience in the areas of traffic sign inspection, retroreflectivity, and inventory management:

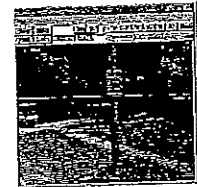
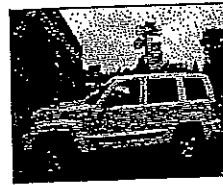
Project Description	Year Completed/ Expected Completion	Project Owner	EXPERIENCE PROFILE				
			Retro- Reflectivity Assessment	GIS Location/ Mapping	Sign Condition Assessment	Imagery & Inventory Data Collection	
City of Camden Sign Inventory Management - 25,000 signs	2017	City of Camden	■	■	■	■	
South Jersey Transportation Planning Organization - 57,000 signs	2017	SJTPO	■	■	■	■	
Burlington County Sign Inventory and Management Project / 28,000 Traffic Signs	2014	Burlington County	■	■	■	■	
City of Summit Sign Inventory/Utility Poles/Trees and Management Project / 4,000 Traffic Signs, 3,900 Utility Poles, 12,000 Trees	2014	City of Summit	■	■	■	■	
Passaic County Sign Inventory and Management Project / 17,000 Traffic Signs	2012	Passaic County	■	■	■	■	
City of Newark Sign Inventory and Management Project / 50,000 Traffic Signs	2014	City of Newark	■	■	■	■	
Implementation of Video Log for Inventory of 8,500 Somerset County Traffic Signs	2012	Somerset County		■	■	■	
Inventory and Inspection of 127 Overhead Sign Structures in New Jersey	2011	NJDOT	■	■	■	■	
Inventory and Inspection of 119 Overhead Sign Structures in New Jersey	2010	NJDOT	■	■	■	■	
Inventory and Inspection of 111 Overhead & Cantilever Sign Structures in New Jersey	2006	NJDOT	■	■	■	■	
Inventory and Inspection of 85 Overhead & Cantilever Sign Structures in New Jersey	2007	NJDOT	■	■	■	■	
Inventory and Inspection of 95 Overhead Sign Structures in New Jersey	2009	NJDOT	■	■	■	■	
Inventory and Inspection of 111 Overhead & Cantilever Sign Structures in New Jersey	2012	NJDOT	■	■	■	■	
Inventory and Inspection of 84 Overhead Sign Structures in New Jersey	2009	NJDOT	■	■	■	■	
Essex County Sign Inventory and Management Project / 8,000 Traffic Signs	2003	Essex County	■	■	■	■	
Hudson County Sign Inventory and Management Project / 12,000 Traffic Signs	2003	Hudson County	■	■	■	■	
Inventory and Inspection of 100 Overhead Sign Structures in New York City	2007	NYSOT	■	■	■	■	
Inventory and Inspection of 100 Overhead Sign Structures throughout in NY State	2002	NYSOT	■	■	■	■	

Subconsultants

In order to provide the City of Scranton with the very best of sign inventory, retroreflectivity, and management services, the KSE Team offers two highly experienced and specialized subconsultants. Both GEOSPAN Corporation (GEO) and SignCAD Systems, Inc. (SSI) are experts in their respective areas, and have played active roles in the industry, defining the standards for data collection and sign inventory management, with an emphasis on maintaining retroreflectivity compliance.



GEO is a company with unique intellectual assets in the science of visual geospatial information. GEO brings more than 20 years of leadership in automated sign data collection capabilities. The company has invested more than \$12 million in the research and development of patented technology that enables the creation of computerized three-dimensional models from standard two-dimensional cameras. As one of the original pioneers in the mobile mapping industry, GEO's GEOVISTA[®] technology provides proven, patented procedures to solve the time, cost, and safety issues associated with traditional field sign data collection methods. The company's technology enables the creation of visual geographic information consisting of spatially-indexed movies of urban streets, traffic signs and the surrounding real estate, and the geographic position of all images.



SSI is the developer of SignTRACK, a leading sign management system designed for the purpose of maintaining traffic sign inventory records, with an emphasis on retroreflectivity. SignTRACK is a secure, web-based application that utilizes the latest data management and storage technologies to create a user-friendly, web-based system that integrates perfectly with existing SSI tools. SignTRACK is integrated with SignCAD Sign Design software and is currently being used in numerous government agencies throughout the United States. Among these are more than 45 state DOTs, including the NJDOT and NJ Turnpike Authority. The following is a summary of our subconsultants' relevant experience.

Subconsultant Name	Project Description	Year Completed/Expected Completion	Project Owner	EXPERIENCE PROFILE			
				Retro Reflectivity Assessment	GIS Location/Mapping	Sign Condition Assessment	Imagery & Inventory Data Collection
GEO + SSI	City of Camden Sign Inventory Management – 25,000 signs	2017	City of Camden	■	■	■	■
SSI	South Jersey Transportation Planning Organization – 57,000 signs	2017	SJTPO	■	■	■	■
GEO + SSI	Burlington County Traffic Sign Inventory, Management, and Retroreflectivity Assessment / 28,000 traffic signs	2014	Burlington County	■	■	■	■
GEO + SSI	City of Newark Traffic Sign Inventory, Management, and Retroreflectivity Assessment / 50,000 traffic signs	2014	City of Newark	■	■	■	■
GEO	City of Summit Sign Inventory/Utility Poles/Trees and Management Project / 4,000 Traffic Signs, 3,900 Utility Poles, 12,000 Trees	2014	City of Summit	■	■	■	■
GEO + SSI	Passaic County Traffic Sign Inventory, Management, and Retroreflectivity Assessment / 17,000 traffic signs	2012	Passaic County, NJ	■	■	■	■
GEO & SSI	Nevada Department of Transportation – Traffic Sign Inventory Management Program	2011	Nevada DOT	■	■	■	■
GEO & SSI	St. Lucie County, FL – Traffic Sign Inventory Management System	2007	St. Lucie County, FL	■	■	■	■
GEO & SSI	Minnesota Department of Transportation – Traffic Sign Inventory Management System	1998, 2001, 2003, 2006- Present	MNDOT	■	■	■	■
GEO	Cook County, IL – DOT Asset Inventory Data Collection	2010	Cook County, IL	■	■	■	■
GEO	St. Johns County, FL – Street Level Asset Data Collection for an extensive County Asset Management Project	2006	St. Johns County, FL	■	■	■	■
GEO	Volusia County, FL – Street Level Asset Data Collection for an extensive County Asset Management Project	2007	Volusia County, FL	■	■	■	■

CITY OF SCRANTON
TRAFFIC SIGN MANAGEMENT SYSTEM PROPOSAL

(CONTINUED)
REFERENCES

All bidders shall supply two names, addresses, telephone numbers and names of persons to contact as performance references, or current accounts.

Company Name:	<u>South Jersey Transportation Planning Organization</u>
Address	<u>782 South Brewster Road, Unit B6</u>
City & State.....	<u>Vineland, NJ 08361</u>
Telephone Number	<u>856.794.1941</u>
Person to Contact.....	<u>Jennifer Marandino, PE</u>
Title/Position	<u>Executive Director</u>

Company Name:	<u>The County of Burlington</u>
Address	<u>1900 Briggs Road</u>
City & State.....	<u>Mount Laurel, NJ 08054</u>
Telephone Number	<u>856.642.3720</u>
Person to Contact.....	<u>Michael Nei</u>
Title/Position	<u>Principal Engineer</u>



KS Engineers, P.C.

Engineers . Surveyors
Construction Managers

New Jersey
New York
Pennsylvania

info@kseng.com
www.kseng.com

Sign Management Planning Initiative

City of Camden, New Jersey

PROJECT NAME

Sign Management System (MUTCD) Traffic Sign Inventory and Assessment Program

PROJECT OWNER/CLIENT

City of Camden
20 Market Street, Suite 325
Camden, N.J. 08101
Uzo Ahirakwe
City Engineer
856.757.7680

CLIENT

Delaware Valley Regional
Planning Commission
190 N. Independence Mall West, 5th Floor
Philadelphia, PA 19106
John Coscia, Jr.

START/END DATES

2015 - 2017

CONTRACT AMOUNT

\$349,992

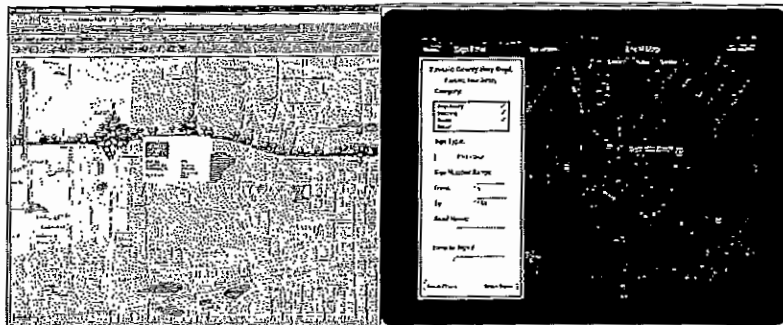
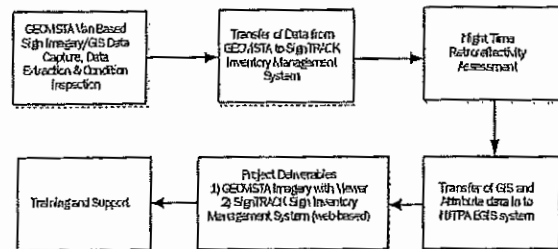
PROJECT DESCRIPTION

KS Engineers, P.C. (KSE) provided a complete traffic sign inventory, assessment, and implementation of a completely web-based sign management system for approximately 23,000 traffic signs for City of Camden, NJ.

The scope of work included the creation of a video log using a five-camera, van-based, GPS 360-degree data collection (GEOVISTA) system, a visual condition assessment, attributes extraction, a nighttime retroreflectivity assessment, and preparation of a priority report for the sign replacement and elimination project.

KSE's scope also included the creation of a state-of-the-art sign inventory and management system and integration of the system with the sign design and cutting facility at the City's Sign Shop. The software of choice was the SignCAD/SignTRACK system combination. The system is completely web-based and field data updates will be accomplished through the use of an iPad with custom developed Apps. The iPad's capabilities include displaying signs on Google Maps, as well as on ArcGIS base map, by connecting to ArcGIS online or an ArcGIS server.

In addition, the SignTRACK sign management system has a built-in work order management system to track and report all sign replacement or repair tasks.





KS Engineers, P.C.

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Pennsylvania

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www.kseng.com

Sign Management Planning Initiative

South Jersey Transportation Planning Organization for Atlantic and Cumberland Counties and City of Vineland, New Jersey

PROJECT NAME

Sign Management System (MUTCD) Traffic Sign Inventory and Assessment Program

PROJECT OWNER/CLIENT

The South Jersey Transportation Planning Organization (SJTPO)
782 South Brewster Road, Unit B6
Vineland, NJ 08361
Jennifer Marandino, P.E.
856.794.1941

CLIENT

Atlantic and Cumberland Counties and City of Vineland

START/END DATES

2015 – 2017

CONTRACT AMOUNT

\$511,165.29

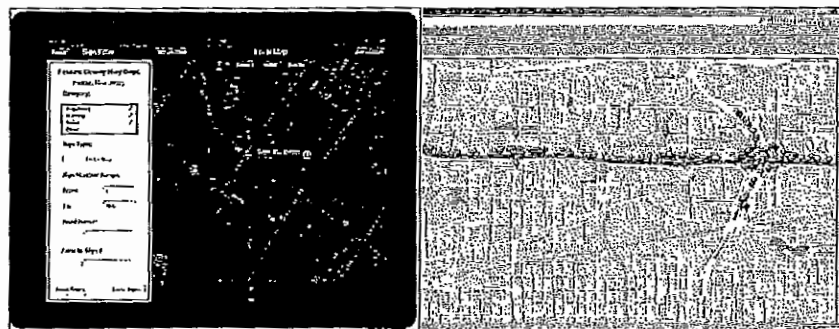
PROJECT DESCRIPTION

KS Engineers, P.C. (KSE) provided a complete traffic sign inventory, assessment, and implementation of a completely web-based sign management system for approximately 57,100 traffic signs for Burlington County, NJ.

The scope of work included the creation of a video log using a five-camera, van-based, GPS 360-degree data collection with LIDAR (FACET) system, a visual condition assessment, attributes extraction, and retroreflectivity.

KSE's scope also included the creation of a state-of-the-art sign inventory and management system and integration of the system with the sign design and cutting facility at the County and City's Sign Shop. The software of choice was the SignCAD/SignTRACK system combination. The system is completely web-based and field data updates will be accomplished through the use of an iPad with custom developed Apps. The iPad's capabilities include displaying signs on Google Maps, as well as on ArcGIS base map, by connecting to ArcGIS online or an ArcGIS server.

In addition, the SignTRACK sign management system has a built-in work order management system to track and report all sign replacement or repair tasks.





County of Burlington, New Jersey

Sign Management System (MUTCD) Traffic Sign Inventory and Assessment Program

Engineers, Surveyors
Construction Managers

New Jersey
New York
Pennsylvania

The County of Burlington
1900 Briggs Road
Mount Laurel, NJ 08054
Michael Nel
856.642.3720

Delaware Valley Regional
Planning Commission
190 N. Independence Mall West 5th Floor
Philadelphia, PA 19106
John Coscia, Jr.

2013 – 2015

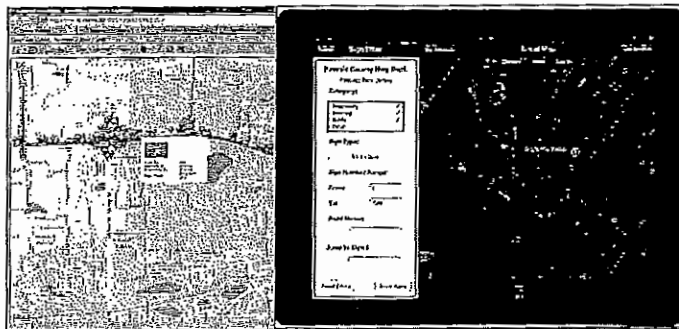
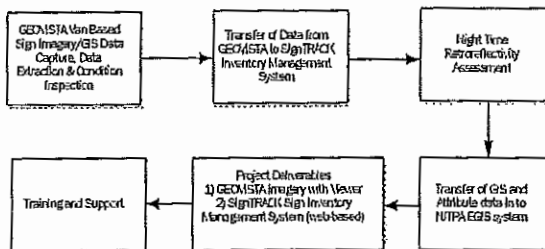
\$291,000

KS Engineers, P.C. (KSE) provided a complete traffic sign inventory, assessment, and implementation of a completely web-based sign management system for approximately 28,000 traffic signs for Burlington County, NJ.

The scope of work included the creation of a video log using a five-camera, van-based, GPS 360-degree data collection (GEOVISTA) system, a visual condition assessment, attributes extraction, a nighttime retroreflectivity assessment, and preparation of a priority report for the sign replacement and elimination project.

KSE's scope also included the creation of a state-of-the-art sign inventory and management system and integration of the system with the sign design and cutting facility at the County's Sign Shop. The software of choice was the SignCAD/SignTRACK system combination. The system is completely web-based and field data updates will be accomplished through the use of an iPad with custom developed Apps. The iPad's capabilities include displaying signs on Google Maps, as well as on ArcGIS base map, by connecting to ArcGIS online or an ArcGIS server.

In addition, the SignTRACK sign management system has a built-in work order management system to track and report all sign replacement or repair tasks.





KS Engineers, P.C.

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Construction Managers

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Pennsylvania

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City of Newark Traffic Sign Inventory, Management and Assessment Program

City of Newark, New Jersey

PROJECT NAME

Sign Management System (MUTCD) Traffic Sign Inventory and Assessment Program

PROJECT OWNER/CLIENT

City of Newark
Department of Engineering
255 Central Avenue
Newark, NJ 07103
973.733.3969

START/END DATES

2012 - 2013

CONTRACT AMOUNT

\$350,000

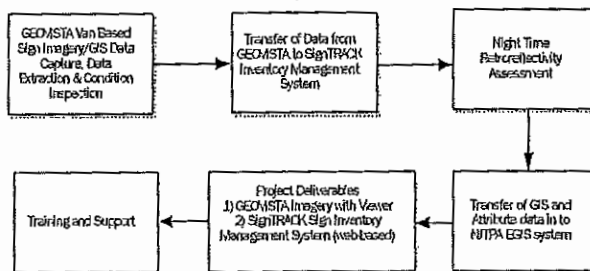
PROJECT DESCRIPTION

KS Engineers, P.C. (KSE) is providing a complete traffic sign inventory, assessment, and implementation of a completely web-based sign management system for approximately 50,000 traffic signs in the City of Newark, NJ.

The scope of work included the creation of a video log using a five-camera, van-based, GPS 360-degree data collection (GEOVISTA) system, a visual condition assessment, attributes extraction, a nighttime retroreflectivity assessment, and preparation of a priority report for the sign replacement and elimination project.

KSE's scope also included the creation of a state-of-the-art sign inventory and management system and integration of the system with the sign design and cutting facility at the Newark Sign Shop. The software of choice was the SignCAD/SignTRACK system combination. The system is completely web-based and field data updates will be accomplished through the use of an iPad with custom developed Apps. The iPad's capabilities include displaying signs on Google Maps, as well as on ArcGIS base map, by connecting to ArcGIS online or an ArcGIS server.

In addition, the SignTRACK sign management system has a built-in work order management system to track and report all sign replacement or repair tasks.



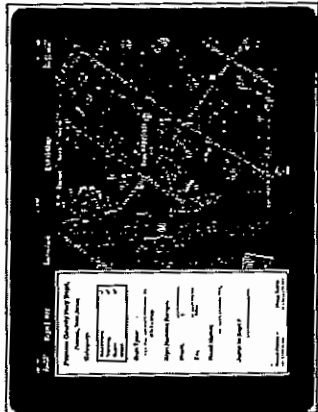


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Passaic County Traffic Sign Inventory and Assessment Program

County of Passaic, New Jersey

PROJECT NAME

MUTCD Traffic Sign Inventory, Retroreflectivity Assessment, and Implementation of a Web-Based Sign Management System

PROJECT OWNER/CLIENT

County of Passaic
401 Grand Street
Paterson, NJ 07505
Charles Silverstein, PE
Traffic Engineer
973.881.4453

START/END DATES

2012 – 2013

CONTRACT AMOUNT

\$137,000

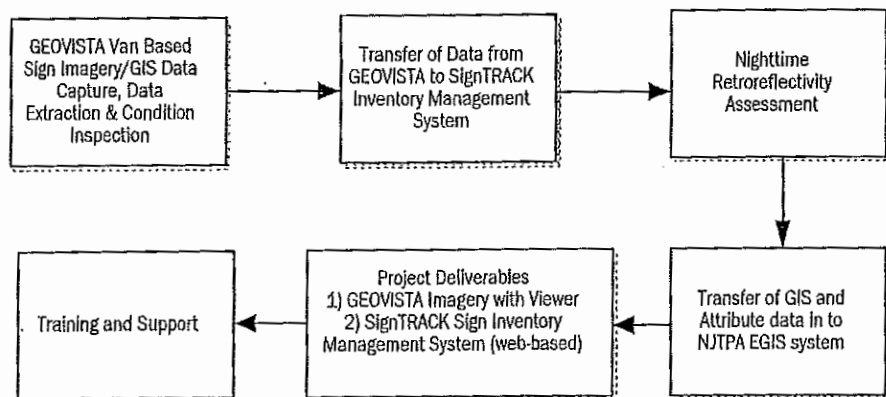
PROJECT DESCRIPTION

KS Engineers, P.C. (KSE) provided complete traffic sign inventory, assessment and implementation of a completely web-based sign management system.

The services provided by KSE consist of collecting, recording, and making available to Passaic County information concerning traffic signs and related support structures located on roadways within the jurisdiction of Passaic County. The total number of traffic signs in the inventory system is approximately 14,000.

The project also includes the assessment of sign condition, support structure condition, and any obscuring vegetation, and a nighttime retroreflectivity assessment of all traffic signs using an FHWA prescribed methodology. In addition, KSE reviewed the placement of curve warning and chevron signs for compliance with the latest version of the *Manual on Uniform Traffic Control Devices (MUTCD)*.

Sign Type	Location	Status
W1-1	W1-1	OK
W1-2	W1-2	OK
W1-3	W1-3	OK
W1-4	W1-4	OK
W1-5	W1-5	OK
W1-6	W1-6	OK
W1-7	W1-7	OK
W1-8	W1-8	OK
W1-9	W1-9	OK
W1-10	W1-10	OK
W1-11	W1-11	OK
W1-12	W1-12	OK
W1-13	W1-13	OK
W1-14	W1-14	OK
W1-15	W1-15	OK
W1-16	W1-16	OK
W1-17	W1-17	OK
W1-18	W1-18	OK
W1-19	W1-19	OK
W1-20	W1-20	OK





KS Engineers, P.C.

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New Jersey
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GIS Utility Poles, City-Owned Trees, and Street Sign Inventory

Summit, New Jersey

PROJECT NAME

City of Summit Contract #13-2989 – GIS Utility Poles, City-Owned Trees and Street Sign Inventory, Summit, NJ

PROJECT OWNER/CLIENT

City of Summit
512 Springfield Avenue
Summit, NJ 07901
Aaron Schrager, PE
City Engineer
908.273.6404

START/END DATES

3/2013 – 2015

CONTRACT AMOUNT

\$112,500



PROJECT DESCRIPTION

KS Engineers, P.C. (KSE) provided a complete traffic sign, utility pole, and tree inventory, assessment, and implementation of a completely web-based sign management system.

The services provided by KSE consist of collecting, recording, and making available to the City of Summit information concerning 5,474 street signs, 3,711 utility poles, and 12,073 trees located on roadways located within 15 feet of the street curb or roadway edge line in the jurisdiction of the City of Summit.

The project also includes the assessment of the sign condition, support structure condition, and any obscuring vegetation, and a nighttime retroreflectivity assessment of all traffic signs using an FHWA-prescribed methodology. For the utility poles, KSE is noting the pole number and whether the pole supports a transformer, a street light, or both. For the trees, KSE is noting the tree circumference and tree type.





Video Log Data Collection for Traffic Signs

County of Somerset, New Jersey

PROJECT NAME

Video Log for Sign Assemblies on Somerset County Roads (Contract #CC-9003-12)

KS Engineers, P.C.

Engineers . Surveyors
Construction Managers

New Jersey
New York
Pennsylvania

Info@kseng.com
www.kseng.com

PROJECT OWNER/CLIENT

County of Somerset
PO Box 3000
20 Grove Street
Somerville, NJ 08876
Joseph A. Fishinger, Jr., PE, PTOE
908.231.7619

START/END DATES

2012 - 2013

CONTRACT AMOUNT

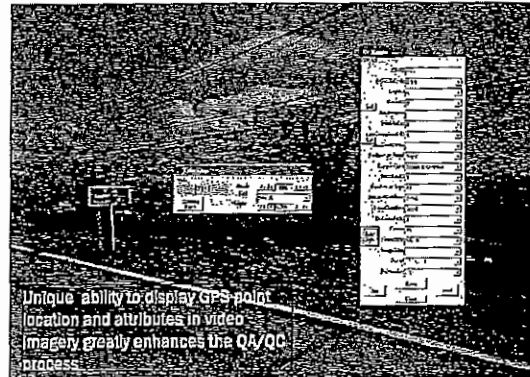
\$66,000

PROJECT DESCRIPTION

KS Engineers, P.C. (KSE) was retained by the County of Somerset to provide a video log of the County's approximately 260 miles of roadways for the purpose of locating and identifying the approximately 8,500 sign assemblies on those roadways. The purpose of this project was to update the County's existing sign inventory using a new video log. KSE developed, installed, and tested, on Somerset County's Windows-based computer system, a video log system that contains multiple still images taken at a maximum regular interval of 25 feet. The Video Log has the following minimum capabilities:

- On each still image, display date and time recorded, mile point, direction, road name, County Route number, and municipality information for that image.
- Display multiple views: Forward, 45 degrees left, 45 degrees right, 90 degrees right, and rear.
- Ability to pause, fast forward, and reverse direction of the video log.
- Be searchable by road name, County Route number, or municipality.
- Ability to obtain NJ Plane based coordinates and measurements from each individual digital photo for the purpose of locating signs, guide rail, and other roadside objects.
- Coordinates and measurements shall be accurate to within three feet of their actual location.
- Each image shall be at sufficient resolution to clearly identify standard roadway signs of size 12 inches by 18 inches and larger.
- Ability to print and export images from the system

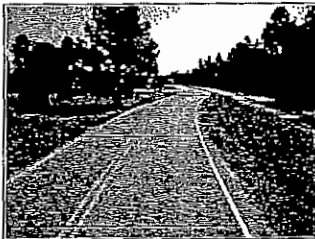
The video log viewer software included licenses for a minimum of 25 users for the stand-alone viewer and five users accessing the video log through an ArcGIS desktop client.



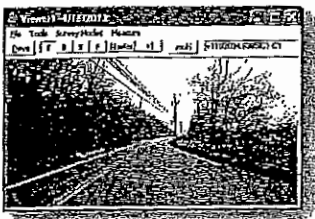
Unique ability to display GPS point location and attributes in video imagery greatly enhances the QA/QC process



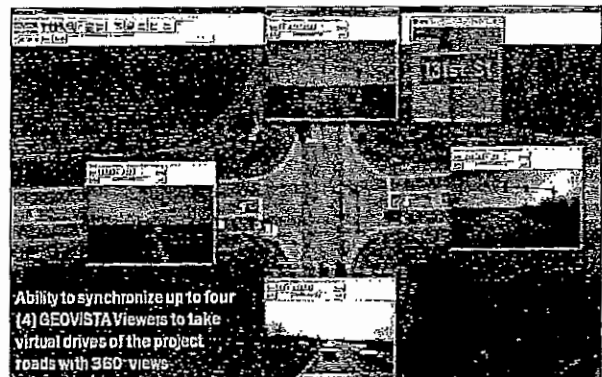
Video Van Data Collection



Pavement Evaluation



Guiderail Inventory



Ability to synchronize up to four (4) GEOVISTA Viewers to take virtual drives of the project roads with 360° views



KS Engineers, P.C.

Engineers . Surveyors
Construction Managers

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New York
Pennsylvania

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www.kseng.com

Traffic Signal Improvement to Seven Intersections – Package “R”

Various Location in Hudson County, New Jersey

PROJECT NAME

Design and Construction Management for Traffic Signal Improvements to Seven (7) Intersections – Package “R” in Jersey City, Union City, North Bergen, West New York and East Newark

PROJECT OWNER/CLIENT

County of Hudson
Meadowview Campus
595 County Avenue
Secaucus, NJ 07094
Jose Sieira – Project Manager
Demetrio Arencibia, P.E., P.P.
201.558.7020

START/END DATES

2008 – 2010

CONTRACT AMOUNT

\$64,000 (Fee)



PROJECT DESCRIPTION

KS Engineers, P.C. (KSE) was selected for this contract, which consisted of surveying, designing and preparation of bid documents for Traffic Signal Improvements to Seven (7) Intersections, Package R, which includes the following intersections:

Existing traffic signals to be fully upgraded (replacement)

1. Passaic Avenue at Central Avenue, Borough of East Newark

Existing traffic signals to be partially upgraded

2. J.F. Kennedy Blvd at 14th St., City of Union City/Township of North Bergen
3. J.F. Kennedy Blvd at 17th St., City of Union City/Township of North Bergen
4. J.F. Kennedy Blvd East at Ferry Rd., Town of West New York

New Traffic Signals

5. Mill Road at Academy Street, City of Jersey City
6. Mill Road at Wayne Street, City of Jersey City
7. Cornelison Street at Mill Road, City of Jersey City

KSE designed new traffic signal installations for three intersections and signal upgrades for the four remaining intersections. The existing signalized intersections were fully upgraded, including new poles/foundations, signal heads, pedestrian countdown signal heads, wiring, controllers, etc. Each traffic signal was designed to be controlled by a computer system that is compatible with multiple-phase controllers. All controllers have the option to be connected to one of several master controllers that can be monitored and operated by the County Engineer's Office through telephone lines. All side street approaches have presence detectors to optimize signal timing. In addition to traffic signal design, the project included the design of required safety improvements such as handicapped ramps, pavement markings, and regulatory signing.

Project work included topographic and utility surveys to establish base mapping at each intersection, traffic volume data collection, accident analysis, preparation of a traffic signal warrant study for each intersection, a signalized intersection capacity analysis for timing splits utilizing McTrans® Highway Capacity Software and Synchro® software, preparation of traffic signal plans for submission to the NJDOT along with the traffic signal warrant report to secure NJDOT authorization to design and install, preparation of detailed electrical construction plans and detail sheets, and electrical service inquiry letters for each of the intersections. Video detection was also utilized at each intersection.



KS Engineers, P.C.

Engineers . Surveyors
Construction Managers

New Jersey
New York
Pennsylvania

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www.kseng.com

Traffic Signal Improvements to 11 Intersections – Package “S”

Town of Harrison and City of Hoboken, New Jersey

PROJECT NAME

Consulting Services for Traffic Signal Improvements to 11 Intersections – Package “S” in the Town of Harrison and City of Hoboken, NJ

PROJECT OWNER/CLIENT

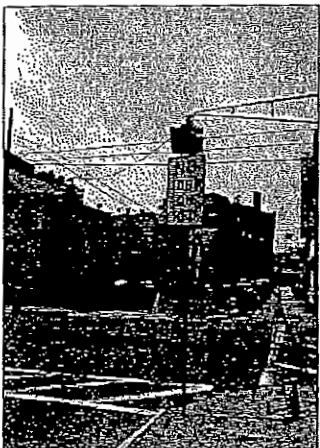
County of Hudson
Meadowview Campus
595 County Avenue
Secaucus, NJ 07094
Jose Sleira
Director of Traffic and Transportation
201.369.4340

START/END DATES

2010 – 2011

CONTRACT AMOUNT

\$79,000 (Fee)



PROJECT DESCRIPTION

KS Engineers, P.C. (KSE) was engaged for the preparation of bid construction packages, including plans and specifications, for “Improvements to Eleven (11) Intersections – Package S”. The project work entailed the design of the full upgrade of eight existing signalized intersections, partial upgrades to two intersections, and construction of a new signalized intersection so that the traffic signal layout, roadway signing and striping, and traffic signal timing are in conformance with the current version of the *Manual of Uniform Traffic Control Devices*. Intersections that were currently signalized required a NJDOT “Authorization to Revise” if they were approved installations, whereas the new signalized intersection and existing signalized intersections that were not on the NJDOT approved intersection list required a warrant study to support the “Authorization to Design” request. The project was divided into two phases: Phase 1 entailed all field investigations, including topographic and utility surveys, test pits, the development of Preliminary Plans, specifications, cost estimates, acceptance by NJDOT and County authorities, and coordination with utility companies, government agencies and property owners. Phase 2 consisted of the development of final contract documents and the engineer’s estimate.

KS Engineers, P.C.



KS Engineers, P.C.

Engineers . Surveyors
Construction Managers

New Jersey
New York
Pennsylvania
Connecticut

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www.kseng.com

Traffic Signal Design - West Side Avenue/ Stegman Boulevard and Mallory West Street

Jersey City, New Jersey

PROJECT NAME

Traffic Signal Design – West Side Avenue/Stegman Boulevard and Mallory West Street Intersections as Part of the West Campus Project

PROJECT OWNER

New Jersey City University
2039 Kennedy Boulevard
Jersey City, NJ 07305

PROJECT CLIENT

Langan Engineering
300 Kimball Drive Floor 4
Parsippany, NJ 07054
John DiGiacinto, P.E.
Senior Project Manager
973.560.4900
jdigiacinto@Langan.com

START/END DATES

8/2014 – 8/2015

CONTRACT AMOUNT

\$7,500 (Fee)

PROJECT DESCRIPTION

KS Engineers, P.C. (KSE) prepared the traffic signal design for these two intersections as part of the construction of the New Jersey City University (NJCU) West Campus Project.

For the Stegman Boulevard/Mallory West Street intersection, KSE located the traffic signal poles, conduit, junction boxes, and controller. For the West Side Avenue/Stegman Boulevard intersection, KSE added the westbound Stegman Boulevard approach and redesigned the traffic signal. The redesign included relocating the existing traffic signal control box and controller to the north; adding traffic poles, mast arms, and signal pedestrian countdown heads; and rewiring the traffic signal.

The plans were submitted to the Jersey City Traffic Department.



/// KEY PERSONNEL

KSE has assembled a team of experts for this project who are second to none. All key personnel on our team have been involved with similar projects multiple times during the last five years. The following table summarizes the key personnel's experience, which meets or exceeds the necessary experience and qualifications for this project. Details regarding experience and qualifications can be found on individual resumes immediately following our project organization chart in this section.

Key Personnel	Project Experience	EXPERIENCE PROFILE				
		Retrospectivity Assessment	Relocation/Mapping	Sign Inventory Assessment	Inventory Data Collection	Traffic Engineering & MTCB Experience
Kamal Shahid, PE Principal-In-Charge	1. City of Camden Sign Inventory Management – 25,000 signs	■	■	■	■	■
	2. South Jersey Transportation Planning Organization – 57,000 signs	■	■	■	■	■
	3. City of Newark Sign Inventory Management – 50,000 Signs	■	■	■	■	■
	4. Burlington County Sign Inventory Management – 28,000 Signs	■	■	■	■	■
	5. City of Summit Sign Inventory/Utility Poles/Trees and Management Project / 4,000 Traffic Signs, 3,900 Utility Poles, 12,000 Trees	■	■	■	■	■
	6. Passaic County Sign Inventory Management – 17,000 Signs	■	■	■	■	■
	7. Essex County Sign Inventory Management – 8,000 Signs	■	■	■	■	■
	8. Hudson County Sign Inventory/Assessment – 12,000 Signs	■	■	■	■	■
Harry Baker Project Manager	1. City of Camden Sign Inventory Management – 25,000 signs	■	■	■	■	■
	2. South Jersey Transportation Planning Organization – 57,000 signs	■	■	■	■	■
	3. Passaic County Sign Inventory Management – 17,000 Signs	■	■	■	■	■
	4. City of Newark Sign Inventory Management – 50,000 Signs	■	■	■	■	■
	5. Burlington County Sign Inventory Management – 28,000 Signs	■	■	■	■	■
	6. City of Summit Sign Inventory/Utility Poles/Trees and Management Project / 4,000 Traffic Signs, 3,900 Utility Poles, 12,000 Trees	■	■	■	■	■
Lawrence Kern, PE Field Engineer	1. City of Camden Sign Inventory Management – 25,000 signs	■	■	■	■	■
	2. South Jersey Transportation Planning Organization – 57,000 signs	■	■	■	■	■
	3. Passaic County Sign Inventory Management – 17,000 Signs	■	■	■	■	■
	4. City of Newark Sign Inventory Management – 50,000 Signs	■	■	■	■	■
	5. Burlington County Sign Inventory Management – 28,000 Signs	■	■	■	■	■
	6. City of Summit Sign Inventory/Utility Poles/Trees and Management Project / 4,000 Traffic Signs, 3,900 Utility Poles, 12,000 Trees	■	■	■	■	■
Frank Frega, PE Quality Control	1. City of Newark Sign Inventory Management – 50,000 Signs	■	■	■	■	■
	2. Burlington County Sign Inventory Management – 28,000 Signs	■	■	■	■	■
	3. City of Summit Sign Inventory/Utility Poles/Trees and Management Project / 4,000 Traffic Signs, 3,900 Utility Poles, 12,000 Trees	■	■	■	■	■
Ted Lachinski Task Leader – GEO	1. City of Camden Sign Inventory Management – 25,000 signs	■	■	■	■	■
	2. Passaic County Sign Inventory Management – 17,000 Signs	■	■	■	■	■
	3. City of Newark Sign Inventory Management – 50,000 Signs	■	■	■	■	■
	4. Burlington County Sign Inventory Management – 28,000 Signs	■	■	■	■	■
	5. City of Summit Sign Inventory – 4,000 Signs	■	■	■	■	■
	6. Minnesota DOT – Traffic Sign Inventory Management System	■	■	■	■	■
	7. Cook County, IL – Asset Inventory Data Collection	■	■	■	■	■
Lynn Berg Task Leader – SSI	1. City of Camden Sign Inventory Management – 25,000 signs	■	■	■	■	■
	2. South Jersey Transportation Planning Organization – 57,000 signs	■	■	■	■	■
	3. Passaic County Sign Inventory Management – 17,000 Signs	■	■	■	■	■
	4. City of Newark Sign Inventory Management – 50,000 Signs	■	■	■	■	■
	5. Burlington County Sign Inventory Management – 28,000 Signs	■	■	■	■	■
	6. City of Summit Sign Inventory/Utility Poles/Trees and Management Project / 4,000 Traffic Signs, 3,900 Utility Poles, 12,000 Trees	■	■	■	■	■
	7. Nevada DOT – Traffic Sign Inventory Management Program	■	■	■	■	■
	8. St. Lucie County, FL – Traffic Sign Inventory Management System	■	■	■	■	■



Dewan Rahman GIS Specialist	1. Passaic County Sign Inventory Management - 17,000 signs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	2. Essex County Sign Inventory Management - 8,000 Signs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	3. Hudson County Sign Inventory Assessment - 12,000 Signs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	4. GIS Mapping of Stormwater System from MP 140-158 ICS Parkway	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	5. GIS Mapping of Stormwater System from MP 105-122 NJ Turnpike	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Sign Replacement & New Sign Installation Personnel – Option B

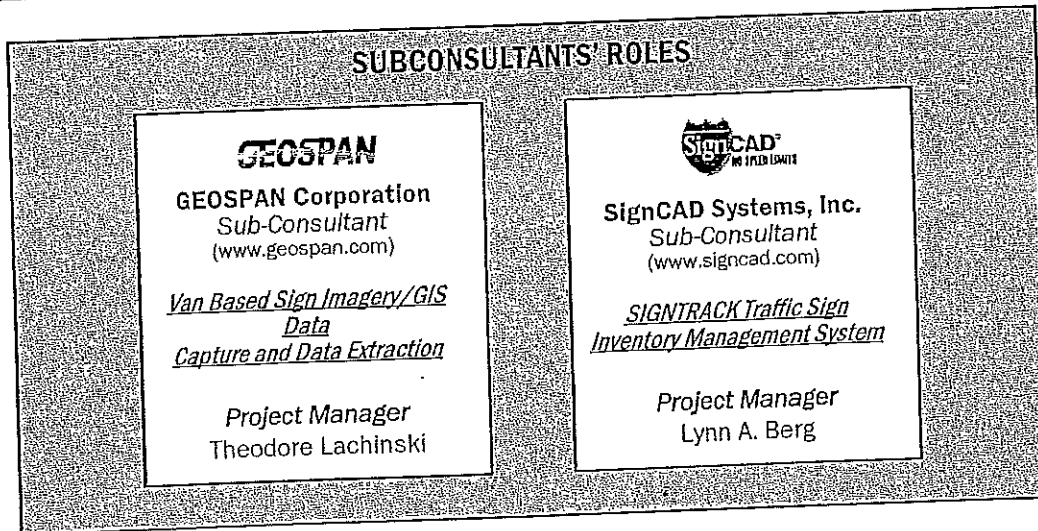
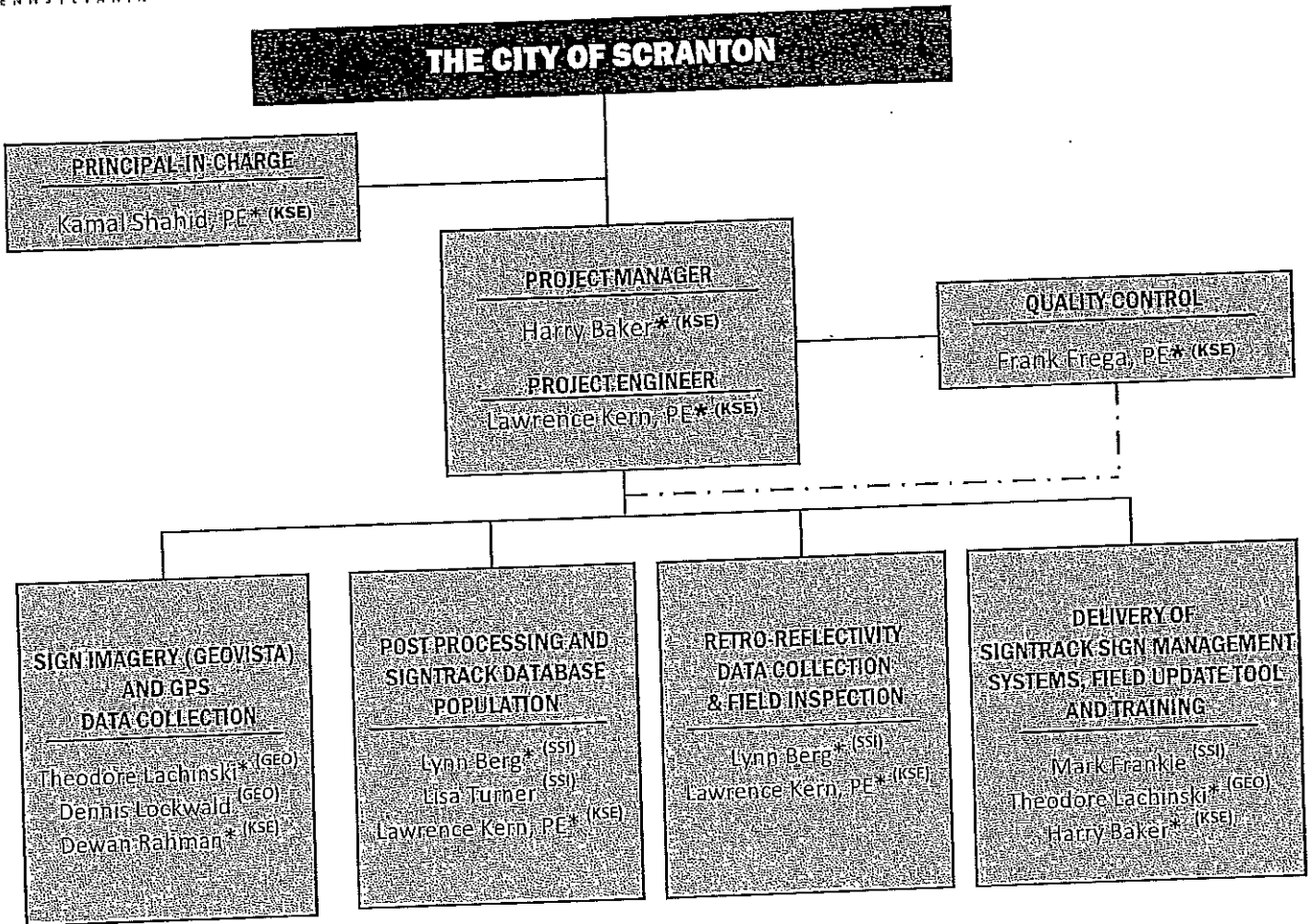
Osborn Associates will design and fabricate new and replacement signs, as required. Osborn Associates will hire local personnel to install the new and replacement signs. Local personnel will report to Osborn Associates. KSE will be in the field to supervise the erection of signs and update the database as the signs are installed.



KSE

ORGANIZATION CHART

Traffic Sign Management System



Legend:

(KSE) - KS Engineers, P.C.
(GEO) - GEOSPAN Corporation
(SSI) - SignCAD Systems, Inc.

*Resume Included

HARRY BAKER

Proposed Project Assignment
Project Manager

Years of Experience
42

Education
MBA/Management/1982
MS/Civil Engineering/1979
BS/Civil Engineering/1974

Professional Registrations /
Certifications
NJDOT-Certified Context Sensitive
Design Trained

Key Qualifications

Mr. Baker has more than 42 years of experience as a civil/traffic engineer. His diverse experience includes roadway intersection and traffic signal designs, preparation of maintenance and protection of traffic plans, preparation of environmental impact statements, pedestrian studies, site developments, traffic impact studies, parking studies/parking lot designs, and preparation of master plans. In addition, Mr. Baker has designed several computer software programs for traffic and parking analysis. Mr. Baker is well versed in the latest version of MUTCD, and the new FHWA regulations and procedures for minimum sign retroreflectivity.

RELEVANT EXPERIENCE

South Jersey Transportation Planning Organization (for Atlantic and Cumberland Counties and City of Vineland) Traffic Sign Inventory and Assessment Program, Burlington County, NJ – Project Manager responsible for managing the sign inventory data collection (57,000 signs), developing a sample area for checking the accuracy of the sign inventory, developing a schedule for sign retro-reflectivity assessment, and working with our sub-consultants to integrate the data collected into an asset management system to track installation of new signs and replacement of existing signs. Also responsible for training of County's staff in the use of the SignCAD/SignTRACK software system and the use of iPads for field data collection.

City of Camden, Traffic Sign Inventory and Assessment Program, Camden, NJ – Project Manager responsible for managing the sign inventory data collection (27,000 signs), developing a sample area for checking the accuracy of the sign inventory, developing a schedule for sign retro-reflectivity assessment, and working with our sub-consultants to integrate the data collected into an asset management system to track installation of new signs and replacement of existing signs. Also responsible for training of County's staff in the use of the SignCAD/SignTRACK software system and the use of iPads for field data collection.

County of Burlington, Traffic Sign Inventory and Assessment Program, Burlington County, NJ – Project Manager responsible for managing the sign inventory data collection (28,000 signs), developing a sample area for checking the accuracy of the sign inventory, developing a schedule for sign retro-reflectivity assessment, and working with our sub-consultants to integrate the data collected into an asset management system to track installation of new signs and replacement of existing signs. Also responsible for training of County's staff in the use of the SignCAD/SignTRACK software system and the use of iPads for field data collection.

County of Passaic, Traffic Sign Inventory and Assessment Program, Passaic County, NJ – Project Engineer responsible for managing the sign inventory data collection (14,000 signs), developing a sample area for checking the accuracy of the sign inventory, developing a schedule for sign retro-reflectivity assessment, and working with our sub-consultants to integrate the data collected into an asset management system to track installation of new signs and replacement of existing signs. Also responsible for training of City's staff in the use of the SignCAD/SignTRACK software system and the use of iPads for field data collection.

City of Newark, NJ, Traffic Sign Inventory, Management and Assessment Program, Newark, NJ – Project Engineer responsible for managing the sign inventory data collection (50,000 signs), developing a sample area for checking the accuracy of the sign inventory, developing a schedule for sign retro-reflectivity assessment, and working with our sub-consultants to integrate the data collected into an asset management system to track installation of new signs and replacement of existing signs. Also responsible for training of City's staff in the use of the SignCAD/SignTRACK software system and the use of iPads for field data collection.

County of Somerset, Video Log Data Collection for Traffic Signs, Somerset County, NJ – Project Manager responsible for managing the sign inventory data collection. The video log data collection covered the County's approximately 260 miles of roadways for the purpose of locating and identifying the approximately 8,500 sign assemblies on those roadways. The purpose of this project was to update the County's existing sign inventory using a new video log. Managed the development, installation, and testing on Somerset County's Windows-based computer system that included the integration of the video log system with Somerset's existing sign inventory system.

City of Summit, NJ - GIS Utility Poles, City-Owned Trees, and Street Sign Inventory Project, Summit, NJ – Project Manager responsible for managing the data collection of the utility poles, city-owned trees and existing street signs. The data collected was converted into a database for each asset. The data base was used to determine the caliper of the trees and off-set distance from the curb face. For the utility poles, we were able to note the utility pole number and pole owner. For the street signs we were able to develop the signs attributes that included the X/Y coordinate, MUTCD number, sign size and height and offset from the curb face or edge of road. The signs were uploaded into an iPad which was used during the sign retro-reflectivity analysis. For the trees, the tree locations were uploaded into an iPad which was used by a landscape architect to note the tree species.

LAWRENCE KERN, PE, LEED AP BD+C

Proposed Project Assignment
Project / Field Engineer

Years of Experience
36

Education
BS/Civil Engineering/1979

Professional Registrations /
Certifications
Professional Engineer – NJ
LEED-AP, NC 2.2 Accreditation
LEED-AP, BD&C Accreditation

Key Qualifications

Mr. Kern has 36 years of experience in the preparation of all aspects of civil/roadway plans from geometrics, grading, and drainage to ROW and Utility Engineering to specification and estimate preparation. He has worked on a variety of projects including roadway widenings and realignments, circle eliminations, bridge reconstructions, streetscapes, intersection improvements, and rail/subway station improvements. In addition, Mr. Kern has served as the Project/Field Engineer for most of KSE's prior Sign Management Inventory projects. Mr. Kern is well versed in the latest version of MUTCD, and the new FHWA regulations and procedures for minimum sign retroreflectivity.

RELEVANT EXPERIENCE

South Jersey Transportation Planning Organization (for Atlantic and Cumberland Counties and City of Vineland) Traffic Sign Inventory and Assessment Program, Burlington County, NJ – Project Engineer responsible for managing the sign inventory data collection (57,000 signs), developing a sample area for checking the accuracy of the sign inventory, developing a schedule for sign retro-reflectivity assessment, and working with our sub-consultants to integrate the data collected into an asset management system to track installation of new signs and replacement of existing signs. Also responsible for training of County's staff in the use of the SignCAD/SignTRACK software system and the use of iPads for field data collection.

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County of Burlington Traffic Sign Inventory and Assessment Program, Burlington County, NJ – Project Engineer responsible for managing the sign inventory data collection (28,000 signs), developing a sample area for checking the accuracy of the sign inventory, developing a schedule for sign retro-reflectivity assessment, and working with our sub-consultants to integrate the data collected into an asset management system to track installation of new signs and replacement of existing signs. Also responsible for training of County's staff in the use of the SignCAD/SignTRACK software system and the use of iPads for field data collection.

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City of Newark, NJ - Traffic Sign Inventory, Management and Assessment Program, Newark, NJ – Project Engineer responsible for managing the sign inventory data collection (50,000 signs), developing a sample area for checking the accuracy of the sign inventory, developing a schedule for sign retro-reflectivity assessment, and working with our sub-consultants to integrate the data collected into an asset management system to track installation of new signs and replacement of existing signs. Also responsible for training of City's staff in the use of the SignCAD/SignTRACK software system and the use of iPads for field data collection.

City of Summit, NJ - GIS Utility Poles, City-Owned Trees, and Street Sign Inventory Project, Summit, NJ – Project Engineer responsible for managing the data collection of the utility poles, city-owned trees and existing street signs. The data collected was converted into a database for each asset. The data base was used to determine the caliper of the trees and off-set distance from the curb face. For the utility poles, we were able to note the utility pole number and pole owner. For the street signs we were able to develop the signs attributes that included the X/Y coordinate, MUTCD number, sign size and height and offset from the curb face or edge of road. The signs were uploaded into an iPad which was used during the sign retro-reflectivity analysis. For the trees, the tree locations were uploaded into an iPad which was used by a landscape architect to note the tree species.

County of Hudson, Design and Construction Management for Traffic Signal Improvements to 10 Intersections – Package "S" in Harrison and Hoboken NJ – Senior Civil Engineer responsible for the civil engineering design relating to new traffic signal installations and sidewalk upgrades. Project work included coordinating topographic and utility survey to establish base mapping at each intersection, conducted field investigations to identify sidewalk, curb and curb ramp deficiencies, interfaced with the traffic signal designers to produce coordinated curb ramp locations with the traffic signal and striping plans, prepared construction plans, estimate of quantity sheets, construction detail sheets, project specifications, engineers estimate and electrical service inquiry letters for each of the intersections.

KAMAL SHAHID, PE

Proposed Project Assignment
Principal-In-Charge

Years of Experience
31

Education
MS/Civil Engineering/1985
BS/Civil Engineering/1982

Professional Registrations / Certifications

Professional Engineer - NY
(#066222-1,) and NJ
(#24GE03725200)
NHI Course No. 130053A Bridge
Inspection Refresher Course
NHI Course No. 130051 Bridge
Management Training - Inspection
Session
GIS & Mapping Software, 16 PDH

Key Qualifications

Mr. Shahid has 31 years of diversified experience in managing sign inspection and inventory; inspection and rehabilitation design of vehicular and railroad bridges, tunnels, and highways; and directing surveying and mapping projects, as represented by more than 150 projects. He also offers extensive construction inspection and management experience, both as a prime consultant and as a subconsultant.

RELEVANT EXPERIENCE

County of Burlington, Traffic Sign Inventory and Assessment Program, Burlington County, NJ – Principal-in-Charge, responsible for managing the sign inventory data collection (28,000 signs), developing a sample area for checking the accuracy of the sign inventory, developing a schedule for sign retro-reflectivity assessment, and working with our sub-consultants to integrate the data collected into an asset management system to track installation of new signs and replacement of existing signs. Also responsible for training of County's staff in the use of the SignCAD/SignTRACK software system and the use of iPads for field data collection.

County of Passaic, Traffic Sign Inventory and Assessment Program, Passaic County, NJ – Principal-in-Charge, responsible for managing the sign inventory data collection (14,000 signs), developing a sample area for checking the accuracy of the sign inventory, developing a schedule for sign retro-reflectivity assessment, and working with our sub-consultants to integrate the data collected into an asset management system to track installation of new signs and replacement of existing signs. Also responsible for training of City's staff in the use of the SignCAD/SignTRACK software system and the use of iPads for field data collection.

City of Newark, NJ - Traffic Sign Inventory, Management and Assessment Program, Newark, NJ – Principal-in-Charge, responsible for managing the sign inventory data collection (50,000 signs), developing a sample area for checking the accuracy of the sign inventory, developing a schedule for sign retro-reflectivity assessment, and working with our sub-consultants to integrate the data collected into an asset management system to track installation of new signs and replacement of existing signs. Also responsible for training of City's staff in the use of the SignCAD/SignTRACK software system and the use of iPads for field data collection.

County of Somerset, NJ - Video Log Data Collection for Traffic Signs, Somerset County, NJ – Principal-in-Charge, responsible for managing the sign inventory data collection. The video log data collection covered the County's approximately 260 miles of roadways for the purpose of locating and identifying the approximately 8,500 sign assemblies on those roadways. The purpose of this project was to update the County's existing sign inventory using a new video log. Managed the development, installation, and testing on Somerset County's Windows-based computer system that included the integration of the video log system with Somerset's existing sign inventory system.

City of Summit, NJ - GIS Utility Poles, City-Owned Trees, and Street Sign Inventory Project, Summit, NJ – Principal-in-Charge, responsible for managing the data collection of the utility poles, city-owned trees and existing street signs. The data collected was converted into a database for each asset. The data base was used to determine the caliper of the trees and off-set distance from the curb face. For the utility poles, we were able to note the utility pole number and pole owner. For the street signs we were able to develop the signs attributes that included the X/Y coordinate, MUTCD number, sign size and height and offset from the curb face or edge of road. The signs were uploaded into an iPad which was used during the sign retro-reflectivity analysis. For the trees, the tree locations were uploaded into an iPad which was used by a landscape architect to note the tree species.

Delaware River Port Authority (DRPA) – Facility wide Traffic Sign Inventory and Night Time Retroreflectivity Assessment – Principal-in-Charge, responsible for creating an inventory of traffic signs and measure retroreflectivity at each of the four bridges in order to facilitate a practical and cost effective means of assessing and managing these assets. Managed data collection and compilation of sign data in an organized and consistent manner. Scope of work included following tasks: a) sign inventory within DRPA jurisdiction including overhead mounted signs; b) retroreflectivity measurement of all signs; c) creation of a comprehensive database of signs; d) review the desired outcomes / benefits of VMSs on approaches to each bridge with DRPA including internal stakeholders such as traffic control/management staff and bridge directors, and subsequently assess the effectiveness of the VMS solution in achieving the desired outcomes.

County of Essex, New Jersey, Traffic Sign and Inventory Management, Essex County, NJ – Principal-in-Charge, responsible for visual condition assessment and attribute data collection for almost 8,000 traffic signs in the Newark area. The collected data formed the basis of the first Traffic Sign Management System for the County of Essex. Responsible for managing the collection of the following data in the field for each sign: Unique sign identifier, Support identifier, Sheeting material, Backing material, Background retroreflectivity, Legend retroreflectivity, Origin data, Digital image, Support material, Support condition, Breakaway construction presence, Sign defects, and Support type. The retroreflectivity was measured at each sign using a handheld retroreflectometer.

FRANK FREGA, PE

Proposed Project Assignment
Quality Control Engineer

Years of Experience
46

Education
MS/Transportation/1972
BS/Civil Engineering/1971

Professional Registrations /
Certifications
Professional Engineer – NJ, NY, PA
Project Management Professional

Key Qualifications

Mr. Frega has 46 years of experience in the planning, design, and rehabilitation of transportation infrastructure (highways, bridges, transit, and airports). His expertise includes project management, investigations and traffic studies, highway/civil design, preparation of contract documents, constructability reviews, traffic control during construction, QA/QC reviews, and construction services. In addition, Mr. Frega has served as the Quality Control Engineer for some of KSE's recent Sign Management Inventory projects.

RELEVANT EXPERIENCE

County of Burlington, Traffic Sign Inventory and Assessment Program, Burlington County, NJ – Quality Control Engineer for managing the sign inventory data collection (28,000 signs), developing a sample area for checking the accuracy of the sign inventory, developing a schedule for sign retro-reflectivity assessment, and working with our sub-consultants to integrate the data collected into an asset management system to track installation of new signs and replacement of existing signs. Also responsible for training of County's staff in the use of the SignCAD/SignTRACK software system and the use of iPads for field data collection.

City of Newark, NJ, Traffic Sign Inventory, Management and Assessment Program, Newark, NJ – Quality Control Engineer for managing the sign inventory data collection (50,000 signs), developing a sample area for checking the accuracy of the sign inventory, developing a schedule for sign retro-reflectivity assessment, and working with our sub-consultants to integrate the data collected into an asset management system to track installation of new signs and replacement of existing signs. Also responsible for training of City's staff in the use of the SignCAD/SignTRACK software system and the use of iPads for field data collection.

City of Summit, NJ - GIS Utility Poles, City-Owned Trees, and Street Sign Inventory Project, Summit, NJ – Quality Control Engineer for managing the data collection of the utility poles, city-owned trees and existing street signs. The data collected was converted into a database for each asset. The data base was used to determine the caliper of the trees and off-set distance from the curb face. For the utility poles, we were able to note the utility pole number and pole owner. For the street signs we were able to develop the signs attributes that included the X/Y coordinate, MUTCD number, sign size and height and offset from the curb face or edge of road. The signs were uploaded into an iPad which was used during the sign retro-reflectivity analysis. For the trees, the tree locations were uploaded into an iPad which was used by a landscape architect to note the tree species.

Delaware River Port Authority, Generic MPT Plans for Delaware River Crossings, Camden City, Camden County, NJ – Project Manager and Principal Designer for the design of generic maintenance and protection of traffic (MPT) plans and details for each of the four Delaware River bridges under the jurisdiction of the Delaware River Port Authority: the Commodore Barry, Betsy Ross, Ben Franklin, and Walt Whitman Bridges. The work on this project included outreach meetings with each of the bridge supervisors, construction and maintenance staff, and DRPA Police; development of electronic base mapping from existing record plans and regional GIS data; preparation of MPT plans on the freeway approaches to each bridge for single- and double-lane closures on the bridges during peak and off-peak periods; development of detours for ramp closures on the freeway approaches to each bridge under DRPA jurisdiction; and development of MPT plans for inside and outside lane closures on the freeway approaches to the Ben Franklin and Walt Whitman Bridges, outside DRPA jurisdiction, but for which DRPA retains maintenance responsibility. The work also included the development of standard MPT details, an MPT Manual detailing contractor responsibilities during construction, and a supplemental specification to DRPA's Standard Construction Specifications covering MPT. Activities included coordination with NJDOT and PennDOT. The generic MPT plans were prepared in accordance with the requirements of the NJDOT *Design Manual - Roadways* and the NJDOT *Standard Roadway Construction, Traffic Control, and Bridge Construction Details*; and PennDOT Publications 203M - *Work Zone Traffic Control* and 72M - *Standards for Roadway Construction*, and the *Federal Manual on Uniform Traffic Control Devices*.

Camden County, Reconstruction of Haddonfield Berlin Road (CR 561) Contract 1, Gibbsboro Borough, Camden County, NJ – Quality Control Reviewer for the design of the reconstruction of approximately 2,000 LF of CR 561, consisting of the widening of the existing pavement to accommodate travel lanes and provide shoulders. Included within the project scope was the addition of curbing and installation of appropriate drainage improvements, including pipe culverts. Maintenance and Protection of traffic plans were developed. The horizontal and vertical geometry was reviewed and modified to meet current design practice. Utility relocation included aerial lines, water lines and sanitary sewer lines. Permits included wetlands LOI and soil erosion.

THEODORE LACHINSKI

Proposed Project Assignment
Mobile Video Mapping
Photogrammetric Manager

Years of Experience
40

Education
Aerial Navigator/1966
University of Minnesota/1973

Professional Membership/Patents
Member - American Society of
Photogrammetry and Remote Sensing

Inventor - U.S. Patent 5,633,946 -
*Method and Apparatus for Collecting
and Processing Visual and Spatial
Position from a Moving Platform*

Key Qualifications

Mr. Lachinski has 40 years experience developing innovative technological geospatial solutions. He has served as president and director of GEOSPAN Corporation since its inception in June 1990. Prior to founding GEOSPAN, Mr. Lachinski served as a VP of Technology for UltiMap Corporation and as the Systems and Data Processing Manager for Hennepin County MN where he was directly responsible for the development of their Property Mapping and Highway Information Systems. He is a pioneer in the geospatial information industry and primary inventor of Mr. Lachinski was also a tenyear member of the City Council for Andover, Minnesota.

RELEVANT EXPERIENCE

Various Sign Inventory Management Projects, NJ - Mobile Video Mapping Photogrammetric Manager for projects recently completed as a subconsultant to KS Engineers including:

- City of Camden, Traffic Sign Inventory and Assessment Program, Camden, NJ - Sign inventory data collection (27,000 signs),
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- County of Burlington, Traffic Sign Inventory and Assessment Program, Burlington County, NJ - Sign inventory data collection (28,000 signs),
- County of Passaic, Traffic Sign Inventory and Assessment Program, Passaic County, NJ - Sign inventory data collection (14,000 signs),
- City of Newark, NJ, Traffic Sign Inventory, Management and Assessment Program, Newark, NJ - Sign inventory data collection (50,000 signs),
- City of Summit, NJ - GIS Utility Poles, City-Owned Trees, and Street Sign Inventory Project, Summit, NJ

Mr. Lachinski has provided oversight for the capture of GEOVISTA spatially accurate imagery and inventory of all signs. In addition, for the City of Summit included a street lighting pole inventory update and a complete survey of all trees within the right of way. KSE was the prime contractor on these projects and provided the project management as well as all of the field work needed to provide sign retroreflectivity and quality control for the projects.

City of Boston Visual Inventory & Asset Management System - Mr. Lachinski worked with the City of Boston Department of Transportation (BTD) to create the first comprehensive block-by-block GEOVISTA spatially accurate video survey of its entire city in 1999.

BTD installs and maintains numerous regulatory signs and other assets on over 750 miles of roadway. Types of sign assets include parking, traffic, cautionary, directional, street, and miscellaneous signs. Other assets include parking meters, traffic signals, pavement markings, etc. There are approximately 300,000+ such signs and regulatory assets. They control public safety, traffic flow, and parking in the City by designating vehicle turning movements, stopping locations, travel directions, and parking control. The Visual Inventory & Asset Management System is a key component to the rehabilitation of the traffic and parking regulations data infrastructure.

Since 1999, the City of Boston has utilized the GEOVISTA imagery in practically in every city department and has completed a new block-by block video survey every 2-3 years.

Alabama DOT, MUTCD Traffic Sign Inventory, Retroreflectivity Assessment, and Management, AL - Project management for a complete implementation of mobile video mapping video survey, field maintenance updates, and web based software for central HQ access. The systems were fully integrated with GEOSPAN's 360° Visual Surveyor™ and field data collection equipment to provide complete Life-Cycle-Management for all state highway signs in Mobile County, Alabama. The field component included a survey accurate mobile video capture for 300 miles of road managed by ALDOT in District 9. Sign material type, installation date, and retro-reflectivity measurements for all signs was collected in the field. Other attributes captured from the imagery included MUTCD/Local code, GPS coordinates, sign color, legend, message, blank type, condition, obstructions, post condition and type, post base material, and brace type. A Field Suite of software included the ability to survey GPS location and capture sign attributes such as installation date in the field with a wearable computer. The IMPULSE RM™ Retroreflectometer was interfaced directly to the field computer.

LYNN A. BERG

Proposed Project Assignment
Deployment of Integrated Sign
Inventory Management Systems

Years of Experience
37

Education
Bachelor of Architecture
University of Minnesota/1973

Key Qualifications
Founded SignCAD Systems, Inc.,
1992, Developed SignCAD traffic sign
design software, currently used in 45
state Departments of Transportation
and cities, counties, engineering firms
and sign manufacturers nationwide.

Managed the development of
SignTRACK sign inventory software,
scalable software currently used by
state DOT's and cities and counties
nationwide.

Provide training and consulting
services to agencies in managing sign
inventory and for conducting
retroreflectivity assessments based on
approved FHWA methods.

Developed ConeZONE software for
designing temporary traffic control
plans based on federal and state
standards.

Conducted research on national
implementation of MUTCD signing
standards for ATSSA.

Provide training and consulting
services to architectural and
engineering firms in CAD
programming, data management and
analysis.

RELEVANT EXPERIENCE

South Jersey Transportation Planning Organization (for Atlantic and Cumberland Counties and City of Vineland) Traffic Sign Inventory and Assessment Program, Burlington County, NJ – Project Manager responsible for managing the sign inventory data collection (57,000 signs), developing a sample area for checking the accuracy of the sign inventory, developing a schedule for sign retro-reflectivity assessment, and working with our sub-consultants to integrate the data collected into an asset management system to track installation of new signs and replacement of existing signs. Also responsible for training of County's staff in the use of the SignCAD/SignTRACK software system and the use of iPads for field data collection.

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County of Burlington, Traffic Sign Inventory and Assessment Program, Burlington County, NJ – Project Manager as subconsultant for managing the sign inventory data collection (28,000 signs). Project involved helping integrate the data collected into an asset management system to track installation of new signs and replacement of existing signs. Also responsible for training of County's staff in the use of the SignCAD/SignTRACK software system and the use of iPads for field data collection.

County of Passaic, Traffic Sign Inventory and Assessment Program, Passaic County, NJ – Project Manager as subconsultant for managing the sign inventory data collection (14,000 signs). Project involved helping integrate the data collected into an asset management system to track installation of new signs and replacement of existing signs. Also responsible for training of County's staff in the use of the SignCAD/SignTRACK software system and the use of iPads for field data collection.

City of Newark, NJ, Traffic Sign Inventory, Management and Assessment Program, Newark, NJ – Project Manager as subconsultant for managing the sign inventory data collection (50,000 signs). Project involved helping integrate the data collected into an asset management system to track installation of new signs and replacement of existing signs. Also responsible for training of County's staff in the use of the SignCAD/SignTRACK software system and the use of iPads for field data collection.

City of Summit, NJ - GIS Utility Poles, City-Owned Trees, and Street Sign Inventory Project, Summit, NJ – Project Manager as subconsultant for managing the data collection of the utility poles, city-owned trees and existing street signs. The data collected was converted into a database for each asset. The data base was used to determine the caliper of the trees and off-set distance from the curb face.

Minnesota DOT Traffic Sign Inventory Statewide Implementation – Mr. Berg worked with the State of Minnesota Department of Transportation to deploy and provide training of SignTRACK sign inventory software for 250+ users, and 650,000+ records across 8 districts (16 subdistricts). It was their first implementation of inventory that was directly linked to design and manufacturing. Mr Berg wrote both the user documentation and the procedure manuals for effective implementation of a sign management plan for each department: design, maintenance, administration and operations, as well as for outside contractors. SignTRACK has been successfully deployed by the Minnesota DOT for ten years.



DEWAN RAHMAN

Proposed Project Assignment
Civil Engineer / GIS Manager

Years of Experience
27

Education
MS/Civil Engineering/1993
BS/Civil Engineering/1983

Key Qualifications

Mr. Rahman joined KSE in 1996. He has 27 years of experience in Civil Engineering, including implementing GIS asset management systems, preparation of design drawings for various projects including drainage rehabilitation, bridge and highway designs, utility relocations and Right-of-Way plans. Mr. Rahman has extensive knowledge in ArcGIS, and has successfully performed several GIS mapping projects where customization of user interface was required. He is familiar with all aspects of civil engineering, survey, and mapping.

RELEVANT EXPERIENCE

County of Passaic, Traffic Sign Inventory and Assessment Program, Passaic County, NJ – GIS Specialist, for collecting, recording, and making available to Passaic County information concerning traffic signs and related support structures located on roadways within the jurisdiction of Passaic County. The total number of traffic signs in the inventory system is approximately 14,000. The project also includes the assessment of sign condition, support structure condition, and any obscuring vegetation, and nighttime retroreflectivity assessment of all traffic signs using FHWA prescribed methodology. The project included the implementation of a web-based sign management system with work order management capability.

City of Newark, NJ, Traffic Sign Inventory, Management and Assessment Program, Newark, NJ – GIS Specialist, for collecting, recording, and making available to the City of Newark information concerning traffic signs and related support structures located on roadways within the jurisdiction of the City. The total number of traffic signs in the inventory system is approximately 50,000. The project also includes the assessment of sign condition, support structure condition, and any obscuring vegetation, and nighttime retroreflectivity assessment of all traffic signs using FHWA prescribed methodology. The project included the implementation of a web-based sign management system with work order management capability.

County of Essex, New Jersey, Traffic Sign and Inventory Management – Field Engineer, responsible for visual condition assessment and attribute data collection for almost 8,000 traffic signs in the Newark area. The collected data formed the basis of the first Traffic Sign Management System for the County of Essex. Responsible for collection of the following data in the field for each sign: Unique sign identifier, Support identifier, Sheeting material, Backing material, background retroreflectivity, legend retroreflectivity, Origin data, Digital image, Support material, Support condition, Breakaway construction presence, Sign defects, and Support type. The retroreflectivity was measured at each sign using a handheld retroreflectometer. Field attribute data in the field were collected using a handheld PDA. Back at the office, the data were downloaded into the Carte Graph "Sign View" software.

County of Hudson, New Jersey, Traffic Sign Inspection and Inventory Management – Field Engineer, responsible for visual condition assessment and attribute data collection for an estimated 12,000 traffic signs of all types located on more than 66 miles of County roadways and other County facilities. The retroreflectivity of each sign panel was measured using a handheld retroreflectometer. The collected data formed the basis of the first Traffic Sign Management System for the County of Hudson. Responsible for the collection of the following data in the field for each sign: Unique sign identifier, Support identifier, Sheeting material, Backing material, Background retroreflectivity, Legend retroreflectivity, Origin data, Digital image, Support material, Support condition, Breakaway construction presence, Sign defects, and Support type. The retroreflectivity was measured at each sign using a handheld retroreflectometer.

City of Summit, GIS Phase IIIA – Inspection, Inventory and GIS Mapping for Sanitary and Storm Sewer System, Summit, NJ – CADD/GIS Manager responsible for mapping over 1,300 drainage structures located in areas A, B, C, D, and F throughout the City of Summit in the summer of 2008. The drainage structures were mapped using Leica Geosystems GS20 handheld data units. The baseline project required the development of a code list with all of the attributes required by the City of Summit. Mr. Rahman was responsible for developing CADD drawings for all of the drainage structures, including the mapping of the pipe mains. The project separated the sanitary and storm sewer systems and was mapped using ESRI ArcInfo software.

NJ Turnpike Authority (NJTA), Design Services for Stormwater Collection System Inspection GSP Milepost 140 to 158, OPS P3256 – GIS Specialist responsible for all aspects of the GIS mapping. Mr. Rahman was responsible for developing the stormwater collection system through GIS by formulating the shape files to include pipe size, material, condition, and direction, as well as attaching photos. Mr. Rahman prepared the GIS data deliverables, including the ESRI Arc GIS 9 Shapefile, and has developed a system for connecting field photos to the corresponding features. In addition, he configured the data collected for placement on as-built plans.



/// PROJECT APPROACH & METHODOLOGY

The overall objectives of this project are:

1. Collect, record, and make available information concerning traffic signs located on the roadways within the City of Scranton.
2. Assessment of sign conditions; and
3. Sign fabrication and replacement of signs on a work order basis.

For the purpose of discussion and to explain our understanding and work plan in detail, we have divided these objectives into the following tasks.

- Task 1: Project Initiation and Review of Existing Information
- Task 2: Daytime Field Visit for Image Capture, Inspection, and GPS Locations
- Task 3: Post-Processing of Images to Record Sign Attributes (GEOVISTA® Sign Attribute Data Extraction and Visual Condition Assessment)
- Task 4: Population of proprietary SignTRACK Sign Inventory and Sign Management System
- Task 5: Nighttime Sign Retroreflectivity Assessment
- Task 6: Deliver Final Sign Management System
- Task 7: Deliver Field Asset Maintenance Verification and Update Tool
- Task 8: Provide Training
- Task 9: Project Closeout
- Option A: Traffic Signal Inventory
- Option B: Sign Replacement
- Option C: Video Capture

TASK 1: PROJECT INITIATION AND REVIEW OF EXISTING INFORMATION

Upon Notice to Proceed, KSE will attend a kick-off meeting with the City of Scranton. We will clarify our project schedules, goals, and objectives, and discuss any special requirements. We will also discuss all contractual obligations, safety procedures, and administrative procedures such as invoicing and communication protocols, and any other rules and regulations to which the KSE Team which includes GeoSpan to conduct the video capture, SignTrack who be responsible for uploading the database to the cloud, and Osborn Associates for the manufacture and installation of signs, as required. KSE will obtain a copy of the latest city base map from the Pennsylvania website which offers an interactive map of the City of Scranton with boundaries..

Internal Project Kick-off Meeting: KSE manages projects most effectively using the project team approach. An internal project kick-off meeting will be held with the entire project team, after the overall kick-off meeting, to reaffirm the project goals, as well as to identify critical project tasks and establish quality assurance and quality control (QA/QC) procedures. The final project scope will be discussed, so each project team member will understand important project issues such as the expectations for the project, the lines of communication, the degree(s) of responsibility, the project deadlines, and the QA/QC procedures.

Road Centerline Layer: We will use the most current version of the road centerline data, City of Scranton map obtained from the Pennsylvania state website, for the entire scope of the proposed project. The road layer will also be an important project input, as it will govern the road-level image collection and serve as a good tool to govern the collection of images and inventory data for the intersecting road network.

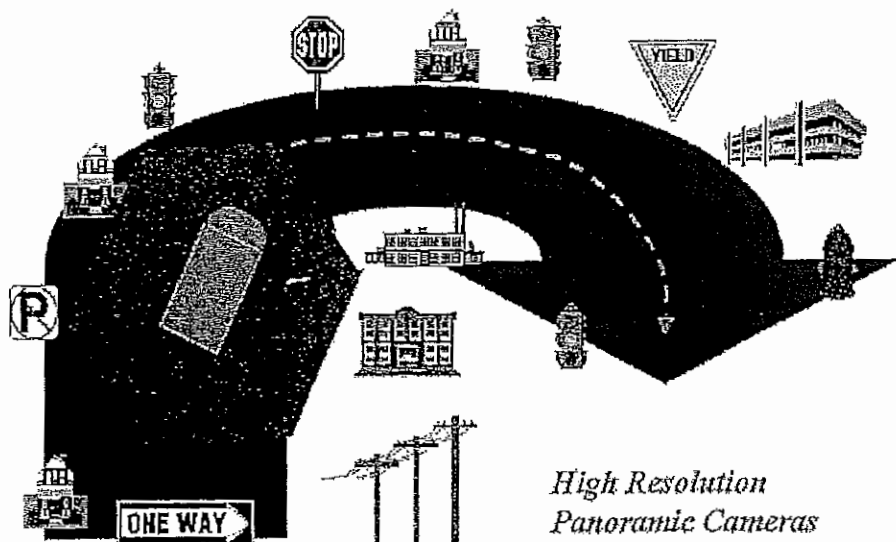
Field Authorization Letter: The project involves field work through urban areas. We have found that equipping our field crews with a letter of authorization from the client locality (in this case, the City of Scranton) will assist in answering questions from inquisitive and concerned citizens. Our Project Manager will also notify the local police department of our activities and field equipment prior to the start of any field work.

Sign Parameters and Retroreflectivity Quality Assessment Samples: The City of Scranton governs the maintenance of the signs. We have found in previous projects that a pre-project discussion with those that manage the sign inventory provides valuable information and insights. For example, knowing standard sign sizes, post types, and other typical information helps when setting standard values for subsequent sign attribution. Further, some clients opted to provide samples of signs for our field crews to use as calibration in the nighttime visual assessment tasks.

City of Scranton and Partnering Communities Input. We have completed enough similar work to know that it is important to gather input on known areas of concern, critical data standards, and other items specific to the City of Scranton.

TASK 2: DAYTIME FIELD VISIT FOR IMAGE CAPTURE, INSPECTION, AND GPS LOCATIONS (GEOVISTA® SIGN IMAGERY CAPTURE WITH GPS LOCATIONS)

The KSE Team will use the patented technology of GEO to collect high-definition imagery of signs. KSE/GEO will schedule the sequencing of the field data capture based upon preferred collection routes. GEOVISTA® imagery capture will be completed during the times of the least amount of traffic and the best sun angles. The weather conditions will be dry, with overcast or less cloud cover. The GEOVISTA® collection vehicle's speed will prevent it from being an obstruction to traffic flow. The GEOVISTA® image quality is reviewed through an initial desktop review of approximately one frame per mile to confirm that weather conditions are appropriate and that the image quality is consistent. A visual inspection of most image frames occurs as a by-product of "driving the GEOVISTA® imagery" during the desktop extraction of sign data. Re-drives will be scheduled to recapture any unsatisfactory GEOVISTA® imagery. Positional accuracy is confirmed by extracting a location that can be seen from GEOVISTA® imagery that was collected on different days to confirm the locational result consistency and that the results display well over the project orthophotography. Additional post-processing will occur if the results do not conform to project accuracy specifications.





The GEOVISTA® camera system technology offers significant camera placement and field-of-view flexibility. We propose the use of five (5) cameras on one vehicle to provide 360° street-level viewing, along with multiple views of the right-of-way. These cameras will all fire at the same time to provide panoramic 360° viewing. The proposed camera supports 2,592 x 1,944 pixel resolution to provide an unprecedented level of visual detail to the desktop.

ADDED PROJECT BENEFIT: In one pass, a GEOVISTA® camera system collects spatial information defining all of the geographic elements such as, latitude and longitude of the sign, sign height, sign post type, off-street from edge of road, etc., that can be seen from a public way. The rapid collection process creates a single point-in-time reference that enables accurate inventory procedures for building and mapping an infrastructure database. Although the project at hand calls for a sign inventory database creation, once the imagery capture is complete, the City of Scranton will possess imagery data which will contain not only the signs, but also all other street-level assets. By using GEOVISTA®, City personnel will be able to “virtually” drive any roads on a desktop computer and view every single street-level asset within the right-of-way.

In addition to collecting imagery on the project roads, the KSE Team will also capture and inventory all signs on the existing roadway system.

GEOVISTA® Data Accuracy

There are three components to GEO’s industry-leading desktop surveying accuracy:

- Accuracy of the vehicle navigation solution
- Accuracy of each camera’s calibration
- Particular survey geometry

The combined horizontal accuracy of surveyed points within 100 feet of the GEOVAN will meet or exceed an accuracy of within one meter (sub-meter accuracy). The accuracy is cross-checked to ensure that we achieve this result. Cross-checking is accomplished by surveying the same location point at different points in time. For example, the same building corner can be surveyed from angles seen in the aerial imagery and ground imagery.

Vehicle Navigation Solution: GEOVISTA® technology combines Global Positioning System (GPS) data (augmented by real-time differential corrections) and Inertial Navigation System (INS) data to provide the real-time position of the camera system. In post-processing, the base station data replace the real-time differential corrections. The differentially corrected GPS solution provides intermittent location data, while the INS provides a continuous reference trajectory. The end result of post-processing is that the INS data and the GPS data are best fit into a unified navigation solution. The precise location of the Base Station (in WGS-84 coordinates) is critical to the achievement of the required accuracy. Attitude accuracy (roll, pitch, and yaw) is .01 degree on all axes.

Accuracy of Each Camera’s Calibration: Camera calibration includes both the 6-DOF offset of the camera with respect to the vehicle navigation solution and also the characterization of how image pixels map into lines-of-sight in camera coordinates. In the design of the system, care was taken to ensure that the fixed cameras retain their geometry with respect to the navigation system. GEO’s camera calibration techniques typically result in residual errors that are one to two pixels in magnitude.

Particular Survey Geometry: In oblique imagery desktop surveying, the user is free to choose which two (or more) images of an object will be used in the survey. Images which were taken close together typically yield nearly parallel lines of sight in a survey, resulting in greater range uncertainty than would result from lines of sight with high cross-angles. GEO’s desktop surveying software computes the uncertainty of the survey measurement, taking the uncertainties in the original image locations, factoring them through the geometry of the particular survey, and reporting the composite uncertainty.

TASK 3: POST-PROCESSING OF IMAGES TO RECORD SIGN ATTRIBUTES (GEOVISTA® SIGN ATTRIBUTE DATA EXTRACTION AND VISUAL CONDITION ASSESSMENT)

All data extraction services will be performed at GEO's office location, which eliminates the time, accuracy, and safety issues associated with traditional field data collection methods. Each GEOVISTA® production team member must demonstrate an understanding of the project specifications by completing a test section of 100 sign records. A team member demonstrating an error rate exceeding 0.25% requires additional training before that team member will be allowed to work on this project. On the next page are screenshots of the GEOVISTA® production software tools that will be employed for the desktop phase of this project.

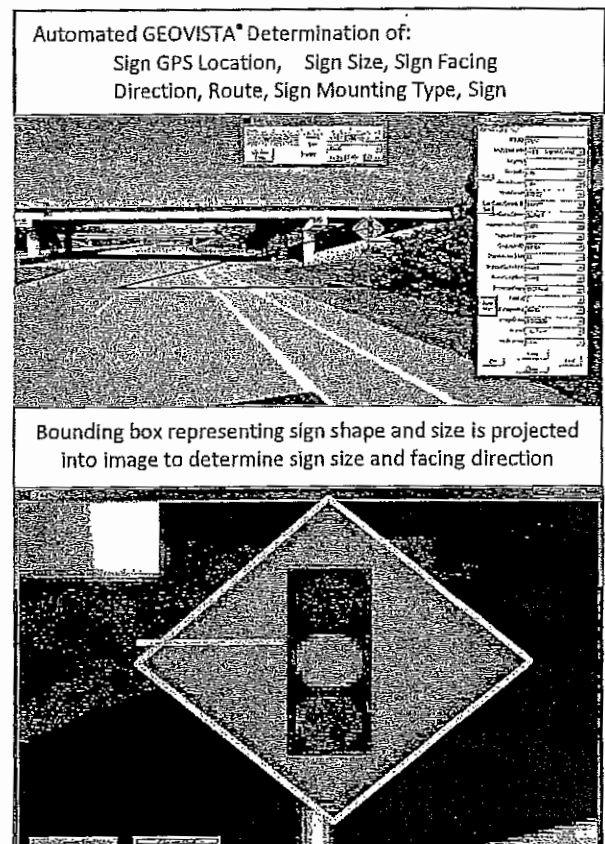
The data extraction process includes the population of all items in the attribute table required by the City of Scranton, as stated in the RFP (page 3), except for the nighttime retroreflectivity and sheeting type also noted on Page 3 of the RFP. Data extraction will also include a daytime visual condition rating (critical, fair, good), sign and post condition, and identification of any obscuring vegetation. The video is edited to remove any unnecessary video. This includes extra passes and the elimination of excess video when the van was moving too slowly. Any imagery collected on non-project roads is eliminated in this phase. Road segments found to be missing or of inadequate quality will be re-driven and reprocessed. A project workbook will be submitted for the City of Scranton to approve prior to the beginning of the sign record data extraction. We suggest beginning with a pilot extraction size of approximately 500 sign records for your review.

Collecting Sign Inventory Data on all City streets: We will collect all of the signs along the city street network. Signs on private property will not be included in the database.

In addition to providing a complete video log of high definition imagery, along with a built-in viewer which can be used on an ordinary Windows computer, the KSE Team will provide the City with a complete GPS photo log of each sign. The high-definition images of each sign will be georeferenced in the project GIS coordinate system with sub-meter accuracy.

KSE/GEOVISTA® Quality Control Procedures: The following Q/A procedures will be utilized by KSE for verifying the integrity of the GEOVISTA® data extraction:

- 1) A random sampling of 5% of the sign record attributions will be reviewed by the KSE Project Manager and Quality Control Engineer to confirm that each team member is maintaining 99.75% accuracy throughout the project.
- 2) Extracted sign record locations are projected into the GEOVISTA® imagery. This capability enables a Q/A procedure of reviewing the imagery to confirm that no signs have been missed or inventoried twice.

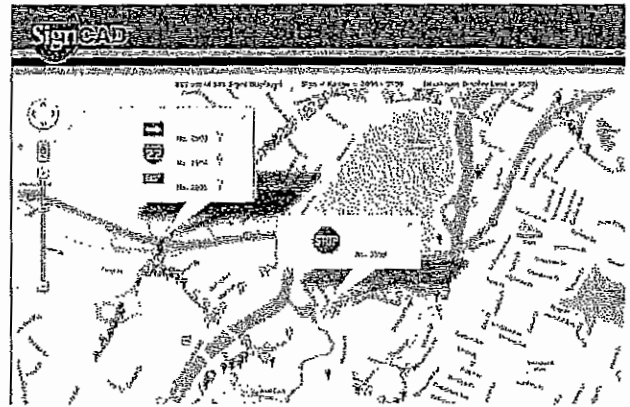


Any missing data not picked up by the video will be discovered during the nighttime assessment of the retroreflectivity of each sign.

TASK 4: POPULATION OF SIGNTRACK SIGN INVENTORY AND SIGN MANAGEMENT SYSTEM

KSE proposes to deliver and implement a completely web-based database software platform called "SignTRACK – Sign Management System", as described below:

SignTRACK is a web-based, fully-integrated sign management system for maintaining and managing a sign inventory, ensuring that an agency is in compliance with FHWA retroreflectivity requirements using the "Comparison Panel Methodology". Every field inventory record is able to track sheeting and overlay materials. This information may be maintained in both the Field Inventory View and the Sign Library record stored with the design file. Combining this with a complete sign history, including the installation date and replacement date, the SignTRACK system can be used by the agency to determine the age of the sign, cross-referenced with the material type to project a replacement date. The SignTRACK database is a fully dynamic database system, which means that, upon delivery of the fully populated SignTRACK system, the system can be further updated at time by the City staff by adding, deleting, and editing existing records. The data entry to the system can be accomplished either manually by key punching, or automatically by using a handheld GIS data collection device capable of interfacing with the SignTRACK Sign Management software.



Once the GEOVISTA® data have been collected, the data are downloaded into the SignTRACK web database, where tasks and attributes can be managed easily. SignTRACK provides a link to digital photographs of all sign records. This includes the photos used during the data collection and photos that may be collected by the City staff at other times. SignTRACK will be configured to include a base map provided by the City. The base map will indicate all applicable roadways within the City right-of-way and will display road names and sign types. The base map will allow users to pan and zoom to various locations on the map, and will display sign symbols along the roadway to identify the sign type(s) at each location.

- 1) SignTRACK is a fully-integrated, web-based system for maintaining and managing a sign inventory, and ensuring that an agency is in compliance with FHWA retroreflectivity requirements using the "Comparison Panel Methodology". Every field inventory record is able to track sheeting and overlay materials. This information may be maintained in both the Field Inventory View and the Sign Library record stored with the design file. Combining this with a complete sign history, including the install date and replacement date, we are able to determine the age of the sign cross-referenced with the material type to project a replacement date.
- 2) Once data have been collected during the GEOVISTA® data collection phase (explained later in this section), the data are downloaded into the SignTRACK web database, where tasks and attributes can be managed easily. SignTRACK is a dynamic system, which means that data can be added, deleted, or modified, depending on the user's level of access. Once the database application has been delivered by KSE to the City of Scranton, City personnel can add, delete, or modify data as required.
- 3) **Work Order Management:** SignTRACK is capable of Work Order Management. Tasks may be assigned to individuals or "crews". In the task table, one can schedule activities and set recurring activities and reasons for those activities. This can be done to individual records or to multiple records in the Field Inventory screen. The user can then generate reports on work scheduled for the day, month, and year, and for individuals or work crews. Signs with open work orders, pending, retired, or records matching other criteria can be displayed on the map. SSI will assist the City to develop business rules and work flow options to support the requirements.



SignTRACK Web is capable of accommodating many methods of managing work flow. For example, records can be marked as pending records that can be approved or rejected by a qualified person. Nine checkboxes are available for inspectors or other personnel to flag individual records for items such as sign missing, sign down, graffiti, damaged, obstructed, etc. Reports on these flags can prompt specific activities or repair sequences to be performed. Each work order task has an activity code, a reason code, a description field, and a signature line. The start date and due date or completion date all become part of the sign history, as well as any other fields that are updated in the record. All activities on all devices are updated automatically on all other devices.

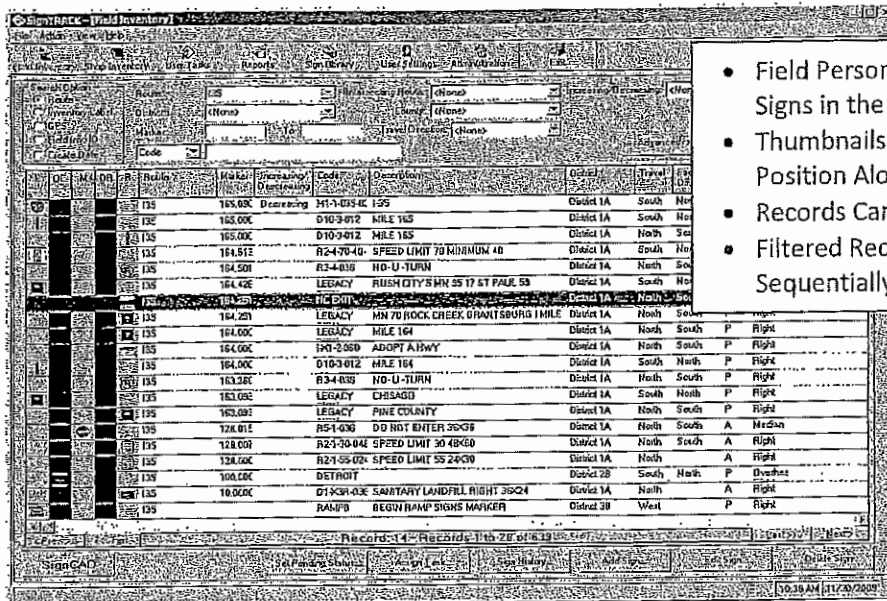
The built-in Work Order Management system will be further modified to meet the City's specifications. Before customization is done, we will meet with the City to go through any specific requirements which the City may have.

- 4) Along with printed Work Orders, SignTRACK is capable of exporting the same data to an MS Excel spreadsheet. Once a Work Order generated through the SignTRACK software has been completed and the MS Excel spreadsheet has been updated accordingly, SignTRACK is capable of accepting imports from Excel spreadsheets, thereby automatically updating records of each sign affected by said Work Order. For individual sign Work Orders, the user also has the ability to manually update the data directly from the field using the mobile data collection tool (to be discussed later in this section).
- 5) SignTRACK provides a link to digital photographs of all sign records. This includes GEOVISTA® photos used during the collection and photos that may be collected at other times by City of Scranton staff.
- 6) SignTRACK will be configured to include a base map provided by the City of Scranton. The base map will indicate all applicable roadways within the City and will display road names. The base map will allow users to pan and zoom to various locations on the map. The base map will also display sign symbols along the roadway to identify the sign type(s) at each location.
- 7) SignTRACK will also include 10 blank fields to allow for future data input.
- 8) The SignTRACK system has been developed keeping in mind the necessary interface with ArcGIS software. SignTRACK is capable of viewing sign data as a point feature class in an ArcGIS version 10 geodatabase. SignTRACK is fully capable of exporting all sign data to a point feature class in an ArcGIS version 10 file geodatabase, including all attribute data.
- 9) SignTRACK is compatible with MS Windows Internet Explorer, Safari for iOS and OSX, and other operating systems. The system can be accessed from any typical personal computer or tablet PC with the Microsoft Windows or iOS operating systems.
- 10) The SignTRACK user interface minimizes the amount of data entry by using customized drop-down menus, allowing "point and click" entry. SignTRACK is designed to be used by field personnel in their day-to-day operations, making it easy to keep the data current. Records are updated through the completion of tasks, which automatically updates the appropriate fields in each record. SignTRACK also allows the user to create new records in the field, collect GPS locations, and attach digital images automatically to the sign record. The user interface also allows the user to modify any data in the record.
- 11) The SignTRACK software has built-in query capabilities. Queries can be performed using any number of data elements from the system. Query reports can be exported to a PDF or MS Excel file for easy integration into contracts/bid documents for sign replacement projects. Once signs have been replaced, the data from the Excel spreadsheet can be easily imported back into the SignTRACK system, thereby automatically updating sign records.



- 12) The SignTRACK software allows users to keep the inventory current with inspections, repairs, and replacements. An entire history of each sign is maintained.
- 13) SignTRACK allows any number of users access to the data from any device with access to the internet, giving the user optimal flexibility for updating and maintaining the database.
- 14) SignTRACK contains data about each support and each sign panel, allowing multiple signs to be saved with each support. The array position of the sign is identified and the field inventory record has a display page listing other signs attached to the same support. The user may click on any of the signs listed and select any of the other signs. When a user is adding a sign into inventory, he/she may add it to an existing support or add a new support location.
- 15) SignTRACK allows the user to display selected records on a map on the desktop or in the field. When the record is selected, it will display vital attribute information.
- 16) Multiple options exist to add signs installed by contractors, including importing contractor-created records or setting up a user profile for a contractor. The contractor can then access your system based on the security parameters that you set. You can also view the Connection Activity log to monitor activity by the contractor.
- 17) SignCAD offers a total integrated package which includes Sign Inventory software, database collection and population, and software for integration with GIS mapping and mobile services.
- 18) Due to the nature of SSI' customer base, the developers of the software are routinely required to support different network environments, operating systems, and hardware. SSI has extensive experience working with many GPS devices, e.g., Garmin, Trimble, and Magellan, so that the end user can automatically populate SignTRACK with GPS information. The architectural structure is open so that we can output and interface with any GIS mapping system.
- 19) SSI has 15 years of experience with training end users in the successful implementation of the software. SignTRACK software comes with a User Manual and Tutorials. An outline of the training procedures is as follows:
 - A. Installation of Software with IT
 - B. Train Administrative staff in population of Reference Tables
 - C. Develop Standard Operating Procedures to be outlined in a user procedural manual.
 - D. Computer Lab training with staff, complete overview of software, reference tables, functionality, mapping and integration, and daily operating procedures. Use of training tutorials tailored to the user's needs and user-specific applications.
 - E. "In the Field" training for SignTRACK, covering maintenance and updating of existing records, creating new records, and collecting GPS data and images.

The following are several screen shots from the SignTRACK Sign Management System:



Code	Station	Mileage	Description	District	Travel
155	165.000	Decreasing	M1-1-035-4C 155	District 1A	South
155	165.000	Decreasing	D10-9-012 MILE 165	District 1A	South
155	165.000	Decreasing	D10-9-012 MILE 165	District 1A	South
155	164.512	Decreasing	R24-70-040 SPEED LIMIT 70 MINIMUM 40	District 1A	South
155	164.500	Decreasing	R24-030 NO-U-TURN	District 1A	South
155	164.426	Decreasing	LEGACY RUSH CITY 5 MN 55 17 ST PAUL 53	District 1A	South
155	164.200	Decreasing	LEGACY MN 70 ROCK CREEK SPANTS 500 FT MILE	District 1A	South
155	164.000	Decreasing	LEGACY MILE 164	District 1A	South
155	164.000	Decreasing	R24-030 ADOPT A HWY	District 1A	South
155	164.000	Decreasing	D10-9-012 MILE 164	District 1A	South
155	163.380	Decreasing	R24-030 NO-U-TURN	District 1A	South
155	163.000	Decreasing	LEGACY CHESAGO	District 1A	South
155	163.000	Decreasing	LEGACY PINE COUNTY	District 1A	South
155	128.010	Decreasing	R21-030 DO NOT ENTER 3000	District 1A	South
155	128.000	Decreasing	R21-040 SPEED LIMIT 30 4000	District 1A	South
155	128.000	Decreasing	R21-050 SPEED LIMIT 55 2400	District 1A	South
155	108.000	Decreasing	DETROIT	District 2B	South
155	108.000	Decreasing	D1-KM-0-X SANITARY LANDFILL RIGHT 3500	District 1A	South
155	108.000	Decreasing	RAMP BEGIN RAMP SIGN MANAGER	District 3B	West

- Field Personnel Can Easily Locate Signs in the Road View
- Thumbnails Show Sign Roadway Position Along
- Records Can be Selected by Filter
- Filtered Records are Shown Sequentially

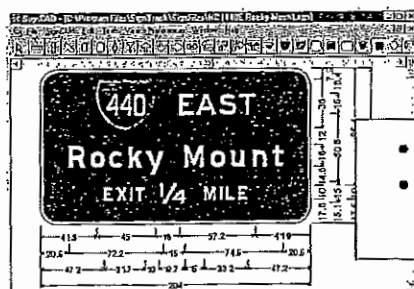
FIELD INVENTORY ROAD VIEW



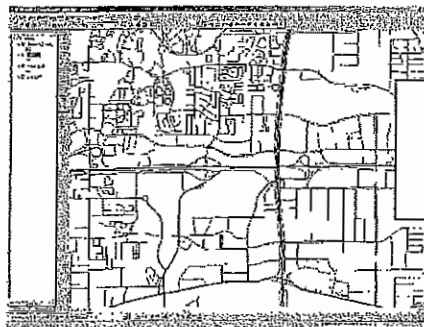
Maintain Sign History:

- Work Orders
- Inspection and Activity History
- Pictures
- Replacement Dates
- Add, Edit, or Retire Signs from Inventory

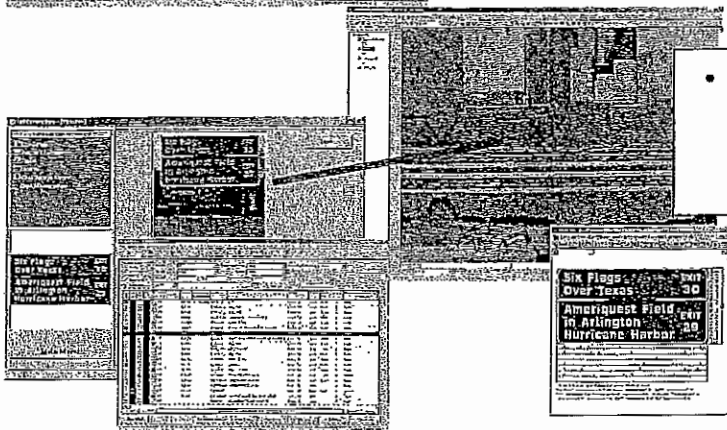
MANAGE AND VIEW SIGNS



- Field Record is Linked to the Sign File
- The Design File is pulled up directly from the Inventory Record



- Mapping Inventory to GIS
- SignTRACK records are Mapped live in ArcView



- Mapping Inventory to GIS :
SignTRACK Integrates Design,
Inventory, Mapping, and
Maintenance.

SignCAD – Sign Design Software:

AS AN ADDED VALUE, AND AT NO COST TO THE CITY, KSE will make the SignCAD software, the industry standard sign design software, a part of the project deliverables to the City of Scranton. The SignCAD software is a state-of-the-art sign design program used by more than 45 state DOTs. The State of Pennsylvania is an official user. It is important to note that it is not required to have the SignCAD software in conjunction with the SignTRACK inventory management system. The advantages are significant (see below), however, and for this reason, the SignCAD software will be included in the project deliverables.

VALUE ADDED FEATURE
The SignTRACK Sign Management System and SignCAD Sign Design software are linked and work together, resulting in dramatic reductions in time and expenses for sign shops to reproduce and replace signs. KSE will provide one license of the latest copy of SignCAD software to the City at no cost.

SignCAD/SignTRACK Advantage

There is a significant advantage in the integration of the SignCAD sign design program and SignTRACK, the sign inventory and management program. It is important to note that the State of Pennsylvania utilizes SignCAD as its signing package, and SignCAD contains all of the Pennsylvania signing standards.

If a city has a Sign Shop that designs and manufactures its own traffic signs, it is specifically important to note that the combination of the SignTRACK Sign Management Software and SignCAD design software can be used to COMPLETELY AUTOMATE the procedure of updating the database whenever a sign is replaced, or a new sign installed.

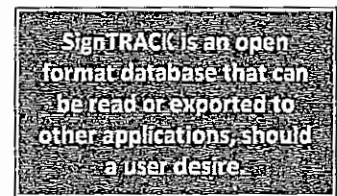
1. SignCAD stores information about each and every sign it creates. It knows the sign's size, its dimensions, its text, its borders, its material, what type it is, its material usage in square feet, and its sign code. All of this information is automatically passed on to the SignTRACK inventory when the file is saved. This makes data collection much easier and less expensive, and keeps people off of the streets where injuries can occur. With this advantage, information can be passed on from previous signs created in SignCAD and applied to all future signs as they are designed. This is one way that SignCAD can monitor sign retroreflectivity, both now and into the future.



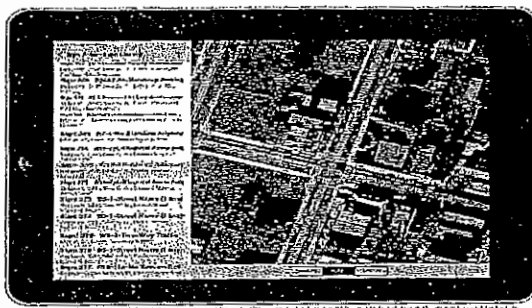
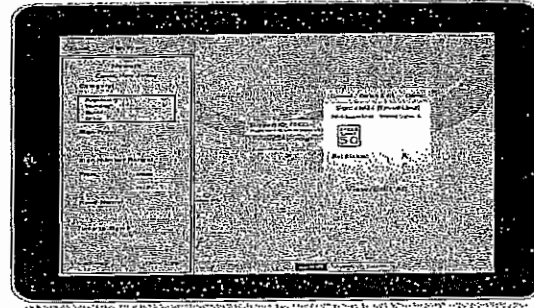
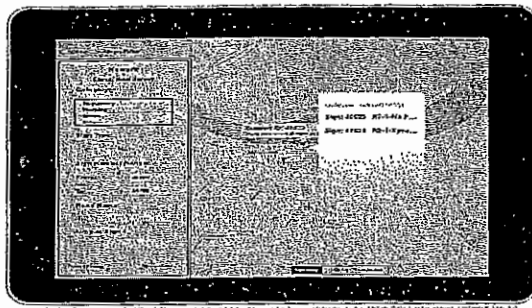
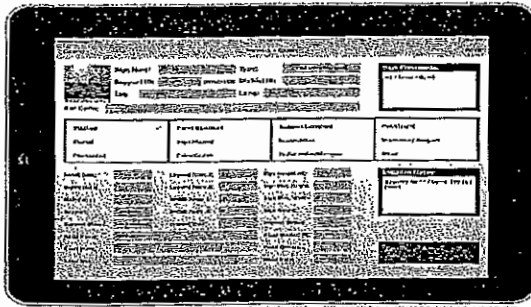
2. SignCAD also gives another advantage to its users. The design file, with all dimensions and fonts, colors, borders, etc., will be saved with the inventory to provide a picture of the exact sign as it was designed. If the sign needs to be replaced immediately, it can be cut directly from this file within the inventory program. Including the original design file with dimensions in the SignTRACK record is very useful, especially in the case of liability issues.

Additional Note on SignTRACK Web Sign Library

SignTRACK is pre-populated with the Federal 2009/2012 sign library and also contains a supplemental library of signs specific to the Pennsylvania standards. Field inventory records reference the signs in the SignTRACK sign library. The sign library included in SignTRACK is extracted from SignCAD, which contains the design specifications for each size of each sign.



The following are a series of sample screen shots from the SignTRACK Web on the iPad. These screen shots show maps showing the location of the signs, the actual sign numbers and MUTCD number, and sign attributes.



If new signs are designed in SignCAD, it is very advantageous and important to note that attributes such as sign size, legend, color, material, etc., can be saved to the SignTRACK Web sign library and linked to the field inventory record. To aid in this process, we are providing four copies of the SignCAD software at no additional cost.

SignTRACK Web is available by accessing and logging onto its website through a browser at www.signtrackweb.com, and on the iPad via the SignTRACK application from the App Store. As the data and imagery are uploaded from the initial data and data collection, they are immediately available to all users. All authorized users will be granted user IDs and passwords that establish levels of read and read/write permissions.

The SignTRACK web database will be hosted on a secure web-based server by the KSE Team for a period of up to two (2) years. During this time, full technical support will be provided to the City at no additional cost.

The SignTRACK data is in an open format that can be read or exported to other applications, should a user decide to generate reports or view the data in other applications, or if the user decides not to continue using SignTRACK. The database can be read and mapped into other applications, such as ArcView or MicroStation, using any geo-referenced fields in SignTRACK. Two sets of fields exist: Lat/Long and X, Y. Other location fields also exist, such as route, mile marker, and reference points and distances. The data are the property of the end user, subject to the restrictions of



use with SignTRACK, i.e., its structure cannot be modified. Users can export the data in whole or in part to another application for the purpose of generating reports, viewing the data, or migrating to another inventory system. SignTRACK is a web-based system database. SignTRACK users can be assigned a wide variety of access privileges, from read-only to full administrative rights.

Software/System Maintenance and Support

SignTRACK Web is a multi-user, web-based sign management system. The system will be provided to the City of Scranton with an unlimited number of users. The SignTRACK web database will be hosted on a secure website by the KSE Team. We will provide full technical support to the City at no additional cost. As requested, the data will be available to the City at any time, to migrate to the City-hosted server.

TASK 5: NIGHTTIME SIGN RETROREFLECTIVITY ASSESSMENT

Once the GEOVISTA® data extraction has been completed, the attribute data for each sign will be transferred to the SignTRACK sign inventory management system. At this point, the nighttime retroreflectivity survey can begin. A follow-up field visit will be performed by KSE and SSI to determine sign retroreflectivity measurements. A crew will be utilized for this task, along with an iPad and installed SignTRACK software containing all of the sign records generated during the GEOVISTA® desktop phase of the project. The vehicle will be utilizing appropriate signage and warning lights during this phase. The SignTRACK database will display the camera heading and mapped location of the sign, along with a GEOVISTA® image of the sign. This will confirm that the reflectivity determination is being performed for the correct sign. The reflectivity determination will then be entered directly into the SignTRACK software. Per RFP requirements, the KSE will utilize the FHWA Comparison Sign Panel Method.

Calibration Sign Procedure:

In this procedure, an inspector views a "calibration sign" prior to conducting the nighttime inspection described previously. Calibration signs have known retroreflectivity levels at or above minimum levels. These signs are placed in a dark area when headlights can be shined on the signs so the inspector can view the calibration signs in a manner similar to conditions during nighttime field inspections. The inspector uses the visual appearance of the calibration sign to establish the evaluation threshold for that night's inspection activities. The following factors provide additional information on the use of this procedure:

- Calibration signs are needed for each color of sign.
- Calibration signs are viewed at typical viewing distances using the inspection vehicle.
- Field sign retroreflectivity should be verified periodically



The KSE Team has experienced and trained inspectors that visually memorize the minimum retroreflectivity thresholds in previously-viewed sign panels. The inspectors, prior to the nighttime inspection, will visually view all the types and colors of signage used by the City of Scranton so that they fully comprehend the minimum retroreflectivity threshold. The usual method of inspecting signs at night is to use a two-person crew. While the driver focuses on the driving task, the passenger evaluates the signs and records the appropriate information. A log for each inspection which establishes the name of the inspector, assessment method, route, date, time, weather conditions, vehicle model, and year of manufacture will be maintained for all inspected routes. For the Calibration Sign Procedure, the KSE Team will utilize the "Avery Dennison Minimum Retroreflectivity Compliance Kit", which contains all calibration signs and colors (eight (8) total) and 12 comparison panels, along with lighting and clamping. This kit is designed for both the Calibration Sign Procedure and the Comparison Panels Procedure. Our Team also intends to train the City personnel on the use of these procedures for retroreflectivity management in the future.



Avery Dennison Minimum Retroreflectivity Compliance Kit:

The nighttime visual inspection will be performed using the low-beam headlamps of the vehicle as the source of illumination for the signs. The interior light of the vehicle will remain off to the extent feasible. Using a nighttime retroreflectivity assessment, each sign is given a rating of "Good", "Fair", or "Critical", as described below.

- **Rating of Critical (Signs that need to be replaced immediately)** – Extremely low or no visibility when viewed at distances over 500 feet (or at the distance when the sign first comes into view) and/or not legible at 250 feet or less.
- **Rating of Fair (Signs that may need replacement within one (1) to five (5) years)** – Visible when viewed at distances over 500 feet (or at the distance when the sign first comes into view), and good legibility at 250 feet or less.
- **Rating of Good (Signs that may need replacement in the next five (5) or more years)** – Clearly visible when viewed at distances over 500 feet (or at the distance when the sign first comes into view) and good legibility at 250 feet or less.



TASK 6: FINAL SIGN MANAGEMENT SYSTEM

Under this task, the KSE Team will deliver the following to the City of Scranton:

1. SignTRACK Web, Sign Inventory and Management System with the latest data on existing signs per the requirements of the RFP. The system will be provided with unlimited number of licenses.
2. Complete Library of road level imagery data with viewer. The imagery data which will contain not only the signs, but also all other street-level assets. By using GEOVISTA®, the City of Scranton personnel will be able to "virtually" drive any roads on any Microsoft Windows desktop computer and view every single street-level asset within the right-of-way.
3. One copy of the SignCAD sign design software. SignCAD sign design software will be linked to the SignTRACK Sign Management System, making it extremely easy to design new or replacement signs and maintain an up-to-date record.
4. A GPS track log in ESRI shapefile format. The GPS track log will include the names of inspectors, assessment method used, route, date, time, and weather conditions.

The SignTRACK web database will be hosted on a secure web-based server by the KSE Team for a period of up to two (2) years at no additional cost the City. During this time, full technical support will be provided.

TASK 7: FIELD ASSET MAINTENANCE VERIFICATION AND UPDATE TOOL

The RFP asks what equipment is required to run the programs. We recommend GPS- and GIS-enabled tablet computers running the iOS operating system or Microsoft Windows, with internet capabilities, be provided, which must be set up to capture, maintain, and update sign data in the field. For this task, the KSE Team has proposed to furnish and install the following equipment, which will meet all requirements of the RFP:

- One (1) Apple iPad Air with Retina Display 32 GB in Black
 - iOS Operating System
 - SIM Card – 4G SIM Card (with Internet capability)
 - Mobile Broadband for iPad 5GB per month
- Optional - Two (2) Garmin GLO Portable Bluetooth GPS units to improve GPS location accuracy



IPad Tool

- 1) The iPads will allow the user to perform sign and post assessment tasks in the field without any additional equipment. An iPad with Internet access will run the SignTRACK app, which is available from the Apple App Store for free. The iPad will connect to the SignTRACK web application over the Internet. Data can be viewed on a Google map. Data can also be viewed on an ESRI ArcGIS map. If required, the iPads can be configured to connect to the ArcGIS server.
- 2) The iPads will be configured to display data in both ESRI shapefile format and ESRI Personal Geo-Database format. The iPads will utilize GPS to continually update the user's current location relative to sign locations at a minimum of one (1)-second intervals.
- 3) The iPad version of the SignTRACK app will provide the user with the functionality of the SignTRACK application, which will include a reference map showing the current location of user and all sign locations, a pan/zoom feature, attributes of each sign, sign and post viewing via a pop-up view when the location is selected via the touchscreen interface, work order generation and completion functions, query and export data functions, etc.
- 4) The iPad will allow users to add, delete, and edit all sign data, and replace a picture or take a new picture. All data, including images, can be uploaded directly from the field to the SignTRACK web server database, which will be hosted by the KSE Team for a period of five years.
- 5) The user will be able to sort the sign attribute tables in ascending or descending order based on column heading, and also to select which attribute fields are to be displayed. The iPad with Internet access will connect to the SignTRACK web database and automatically extract or fetch the latest sign data for updating purposes in the field. Once the data are updated in the iPad, the web database will be updated instantaneously in real time.
- 6) **Caching of Data during Loss or Absence of Internet Connectivity** – The KSE Team had developed the necessary programming within the iPad to allow for caching of data when there is no Internet access available. Caching addresses two conditions: the intermittent loss of signal while working in the field and the extended use of SignTRACK in the field without an internet connection. Intermittent signal loss as a function of local geography or coverage areas requires data to be stored locally and automatically uploaded when the signal is regained. Existing data are held in queue, and editing of a few records can still be accomplished until the signal is regained. When signal searches cannot be refreshed, the stored data is not lost, and the upload is automatically resumed when the signal becomes strong enough. Users can also work in the field with no internet connection. It is expected that the user would upload the data approximately daily, but a daily upload is not required. The upload is a manual process, where an administrator would verify that the data is accurate, given the possibility that other users are also collecting data offline and the same records may have been edited by others. Batch uploads would update the main database.

Microsoft Surface Pro Ultrabook Tool

The Ultrabook tablet PCs will run a stand-alone GIS Desktop. GIS data files from SignTRACK can be imported in the Ultrabooks in both ESRI Shape file format and ESRI Personal Geo-Database format. Through the use of a Garmin GLO Portable GPS device, the Ultrabook will utilize GPS to continually update the user's current location relative to sign location at a minimum one (1) second interval. This tool can be used to perform sign and post assessment tasks from a moving vehicle.



TASK 8: STAFF TRAINING AND TECHNICAL SUPPORT

The SignTRACK training will be conducted under this task. As called for in the RFP, we will allocate two three (3)-day sessions of in-house and in-field training. The training sessions will be scheduled after the SignTRACK database is completed and uploaded onto the web server. There will be several sessions in the first three days of the training. One of the sessions will focus on training for administrators of the database, which includes editing reference tables, managing users, and establishing business rules for managing the database and tasks. The other (user) session will focus on the use of SignTRACK by those personnel who are performing the day-to-day activities in the field, including work order generation and updating of data after a work order has been completed. The training will cover two aspects of the software: understanding how to record certain tasks, such as adding, replacing, or retiring a sign; and how to create and complete tasks. The other aspect is using the procedures for managing information, as defined by the administrators of the database. An example of this is identifying the information required for each record, and under what conditions various drop-down values are selected, such as marking a sign's overall condition. One of the sessions will focus on the use of the mobile tool (iPad) to collect and update sign data from the field. Hands-on, real-time training will be conducted in the field, using an iPad with access via the Internet to the live SignTRACK web database.

The user session will also provide specific training on conducting retroreflectivity assessments. Field training will include methods for collecting the data, including nighttime training for key personnel in the nighttime visual inspection method. All users will be provided with the FHWA manual and materials on conducting the nighttime inspection.

Experience in Interpersonal Skills and Production and use of Graphics and Report:

KSE participates in project meeting presentations to planning boards, elected officials, county and municipality staffing, and the local public. During these meetings, we often use a combination of static boards, video, and power point presentations. We encourage interaction between KSE's presenters and the various agencies and/or public. Examples of our materials would include PowerPoint presentations that clearly discuss the project, key issues, alternative solutions, cost consequences, and the recommended alternative. During these public meetings, we actively engage the elected officials and public in dialogue to raise questions and provide diverse points of view. We have also used project websites that can be accessed by the public to review and comment on project materials.

Requirements of the sign retroreflectivity projects on which we have worked include the preparation of a report summarizing the project objectives, work product, and results. These reports will include pictures from the iPad screens which are used to manipulate the sign database, sample signs showing why they were rated good, fair, or poor, and tables showing the number of signs by MUTCD classification to be replaced, with a total for each MUTCD sign type. During these sessions, representatives from KSE and SignCAD go the office of the client and provide hands-on training. We provide immediate feedback and answer any questions should they arise.

Completion of the Project in Six Months

Upon the signing of the contract, KSE will schedule a kick-off meeting with the City of Scranton. At that meeting, we will obtain from the Pennsylvania state website the City's interactive map showing the city street system. This information will be forwarded to GEO to set up the data collection. Within two (2) weeks after the kick-off meeting, the GEO data collection vehicle will be in Scranton to drive the city streets and collect the sign data. This will take approximately three to four weeks, depending on weather conditions. The data collected is sent back daily to GEO's office to check, in case a re-drive is required. Once the data collection is completed, GEO will create the database with the required attributes over a two-month process which includes a QA/QC check by KSE.

Once the database is checked, it is forwarded to SignTRACK for uploading to the cloud. This process takes approximately one week. One week after the database is uploaded to the cloud, the KSE Team will then begin the nighttime retroreflectivity analysis. We will have two teams in the field working overnight. The nighttime retroreflectivity will



take approximately four weeks, depending on weather conditions. Once this work is completed, the KSE Team will conduct a complete QA/QC of the database, verifying that there is a value or information for each attribute required in the RFP.

/// OPTIONS

OPTION A Traffic Signal Inventory

Geospan will collect not only the sign data but traffic signals, light poles, and any features within the pictures taken by the cameras. Therefore, we will go back through the video to code up to five traffic signal attributes. The RFP notes the following three attributes:

- Traffic signal pole location (latitude/longitude)
- Pole type (mast arm, span wire, post top)
- Pole Height

We would suggest that the number of signal by MUTCD sign code number and the retroreflectivity results. The signs that have been determined to be critical (poor) will totaled by MUTCD type. Using the SignCAD Software, we will design each sign that needs to be replaced. We have assumed that at a minimum of 3,000 signs will need to be replaced. Our fee to prepare the sign designs reflects this number and using the sample sign sizes from the RFP heads to be added per direction and the signal head size. This information would be added for each quadrant in the intersection.

Within the database, there will be a separate database for the signs and traffic signals. The city will be able to sort and print out the attributes of each database separately. There will be no additional cost to attribute the traffic signal information.

OPTION B Sign Replacement

The KSE Team will prepare a report summarizing the results of the retroreflectivity. This will be in the form of a table which will be printed. The sheeting type will be based on the current types used by the City.

We have reached out to construction firms near the City of Scranton to install the signs. In our fee proposal, we have provided a fee based on the square footage of the sign. We have included a new sign post to be installed with the new sign. KSE will oversee the installation of these signs. As each sign is installed, KSE will update the database to show the date the sign was replaced, take a picture of the sign, and change the retroreflectivity status from critical to good. When the replacement of the signs is completed, the sign database will have been completely updated.

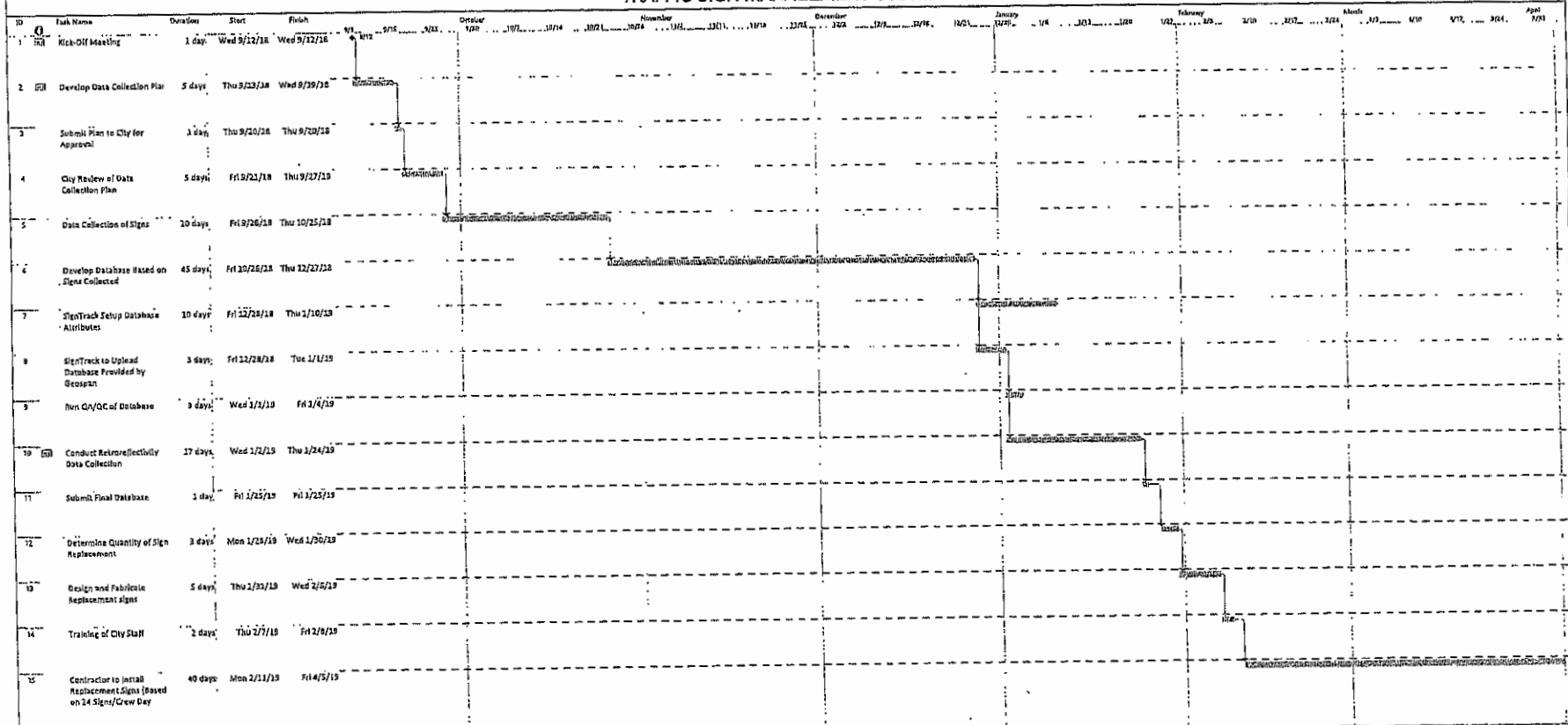
KSE is not permitted to hold the contract for the contractor replacing the signs. The City of Scranton would need to hold this contract. However, KSE would manage the contractor, approving the installation of the signs and approval of the payment requisitions. We have noted this in the form requesting deviations from the RFP.

OPTION C Video Capture

A copy of the video showing the sign and traffic signal data collected will be provided to the City at no cost.

- ✓ Our Project Schedule immediately follows this narrative.

City of Scranton, PA. TRAFFIC SIGN MANAGEMENT SYSTEM



Print: Project Schedule - City of Scranton
Date: Wed 10/2/18

Task
Split
Milestone

Summary
Project Summary
Inactive Task

Inactive Milestone
Inactive Summary
Manual Task

Duration-only
Manual Summary Rollup
Manual Summary

Start-only
Finish-only
External Task

External Milestone
Deadline
Progress

Manual Progress

CITY OF SCRANTON
TRAFFIC SIGN MANAGEMENT SYSTEM PROPOSAL

We hereby agree to furnish to the City of Scranton a Traffic Sign Management System in accordance with provisions, instructions, and specifications of the City of Scranton for the prices as follows:

Traffic Sign Management System being bid:

SignTRACK Asset Management System

Total purchase price for Traffic Sign Management System:

\$ 270,600.00

Total purchase price for Option A - Traffic Signal Inventory:

\$ 0 (Included in the Base Price)

Total purchase price for Option B - Sign Replacement:

\$ 7,100 Per Day

Total purchase price for Option C - Video Capture:

\$0 (Included in the Base Price)

Total purchase price for each additional Field Assessment Tracking Tool:

\$0 (Included in the Base Price)

Annual Maintenance Fee:

\$ 2,600.00

Maintenance Start Date: 09/2020

Maintenance End Date: 09/2021
(Or renewed annually)

CITY OF SCRANTON TRAFFIC SIGN MANAGEMENT SYSTEM PROPOSAL

(CONTINUED)

No additional charges over the total proposal price will be made during the specified Bid/Contract period. The City of Scranton is exempt from sales or federal tax; therefore, do not include in bid price.

Delivery of the item(s)/completion of work will be within 180 day(s) following notification of bid award.

State length and terms of warranty(s): The warranty shall remain in effect as long as the annual maintenance fee shown above is paid to SignTRACK by the City of Scranton.

Is your proposal in compliance with specifications? Yes ☒ No
If answer is no, list deviations on the provided "Specification Deviation" Form. ** SEE ATTACHED **

Signed on this 25th day of July, 2018

If an individual or partnership, all individual names of each partner shall be signed (attach additional sheet if required):

By

Print Name

Position/Title

Company Name

Address

Address line 2

Telephone

If a corporation, an officer duly authorized should sign and attach corporate seal



By 

Print Name Kamal Shahid, PE

Position/Title President

Company Name KS Engineers, P.C.

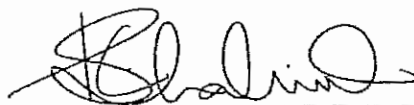
Address 35 South 3rd St., Philadelphia, PA 19106

Telephone 215.925.0425

CITY OF SCRANTON
SIGN MANAGEMENT SYSTEM PROPOSAL
(CONTINUED)
SPECIFICATION DEVIATION

We deviated from the desired specifications of the City of Scranton in the following areas. As best as can be ascertained, there are no other deviations from those listed below:

Under Option B, to fabricate and install signs, KS Engineers will not hold any construction contracts with the sign fabrication and installation contractor. We request that the City of Scranton holds the construction contract with the contractor. However KS Engineers will oversee the contractor's work for replacement of signs, for which the cost is included in our fee proposal.



Signature of Bidder

July 25, 2018

Date

Attachment A.

Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:


- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made good faith effort to correct it; such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.

- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.
- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: July 23, 2018

KS Engineers, P.C.

(Name of Bidder)

BY: 
Kamal Shahid, PE

TITLE: President

Attachment B.

Certificate of Non-Segregated Facilities


The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

DATE: July 23, 2018

KS Engineers, P.C.

(Name of Bidder)

BY: 
Kamal Shahid, PE

TITLE: President

Attachment C.
Non-Collusion Affidavit of Prime Bidder

STATE OF New York

COUNTY OF New York


Kamal Shahid, PE, being
first duly sworn, deposes and says that:

1. He is Owner
(Owner, partner, officer, representative or agent)

of KS Engineers P.C., the Bidder that has submitted the
bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed  Kamal Shahid, PE

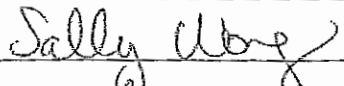
Owner & President

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

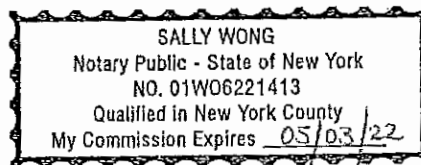
THIS 23rd DAY OF July

, 2018


Proposal Manager
(TITLE)

MY COMMISSION EXPIRES _____

05/03, 2022



Attachment D.

Disclosures by Current Contractors

1. Provide the names and titles of all individuals providing professional services to the City of including advisors and subcontractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton. NONE
 - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position; Not Applicable
 - List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration. Not Applicable
2. Since January 1, 2011, have any of the individuals identified in paragraph one above been employed by the City of Scranton. If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment. Not Applicable
3. Since January 1, 2011, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton. NO
4. Since January 1, 2011 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made. NO
5. Since January 1, 2011, has the contractor made any Contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution. NO

6. Does the Contractor have a direct financial, commercial, or business relationships with any individual on the List of Municipal Officials. With regard to every municipal official for which the answer is yes, identify that individual and provide a detailed written description of that relationship. NO
7. Since January 1, 2011, has the Contractor conferred any gift of more than nominal value to any individual on the List of Municipal Officials. A gift includes money, services, loans, travel, and entertainment, at value or discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the gift, and the date it was conferred. NO
8. Did the Contractor make political contributions the meet all of the following four criteria: (i) The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution. SEE ATTACHED
9. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist. NO
10. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph one must participate in completing this form and must sign the verification statement below.

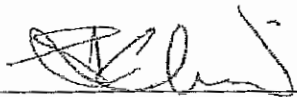
VERIFICATION

I, Kamal Shahid, PE, hereby state that I am President

for KS Engineers, P.C., and am authorized to make this verification.

I verify that the facts set forth in the foregoing Act 44 Disclosure Form for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

Signed: _____

A handwritten signature in dark ink, appearing to be "J. L. S.", written over a horizontal line.

Date: July 23, 2018



/// POLITICAL CONTRIBUTIONS

Since January 1, 2011, KS Engineers, P.C. (KSE) has made the following political contributions that meet all four of the criteria in question 8 of Attachment D:

NAME AND ADDRESS OF CONTRIBUTOR	CONTRIBUTOR'S RELATIONSHIP TO THE CONTRACTOR	RECIPIENT	AMOUNT OF CONTRIBUTION	DATE OF CONTRIBUTION
Kamal Shahid, PE 125 Tournament Drive Monroe Township, NJ 08831	Controlling Shareholder	Pennsylvania Future Fund	\$5,000	04/06/2018
Same as Above	Same as Above	Pennsylvania Future Fund	\$5,000	11/28/2016
Same as Above	Same as Above	Pennsylvania Future Fund	\$5,000	06/30/2015
Same as Above	Same as Above	Tom Corbett for Governor	\$1,000	05/28/2014
Same as Above	Same as Above	Bill Shuster for Congress	\$1,000	03/31/2014
Same as Above	Same as Above	Pennsylvania Future Fund	\$5,000	10/18/2013
Same as Above	Same as Above	Friends of Blondell Reynolds Brown	\$1,000	07/23/2013



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

August 31, 2018

RECEIVED

AUG 31 2018

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
CONTRACT WITH KS ENGINEERS, P.C. FOR THE CITY OF SCRANTON
TRAFFIC SIGN MANAGEMENT

Respectfully,

Jessica Eskra (s)
Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT TO THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (DCED) FOR A LOCAL SHARE ACCOUNT GRANT (GAMING FUNDS-MONROE COUNTY) IN THE AMOUNT OF \$70,003.00 TO BE USED FOR THE CANINE UNIT FOR THE PURCHASE OF A CANINE VEHICLE AND A DUAL PURPOSE CANINE.

WHEREAS, the Scranton Police Department (SPD) is desirous of obtaining funds from the Pennsylvania Department of Community and Economic Development ("DCED") for a Local Share Account Grant (Gaming Funds-Monroe County) in the amount of \$70,003.00 to be used to purchase a Canine Vehicle and a dual purpose Canine. A copy of the grant application ("Grant Application") and supplemental items are attached hereto as Exhibit "A" and incorporated herein as if set forth at length; and

WHEREAS, currently the department has five (5) canines; four (4) canines are trained in both narcotic detection and patrol work, one (1) canine is trained as an accelerant detection canine and is utilized in suspected arson investigations. Canines are an asset to any police department, not only do they assist with the apprehension of suspects, searches and provide officer safety, but they are a public relations tool: SPD canine's work the Crime Prevention Unit, which involves presentations at schools and special events; and

WHEREAS, SPD would like to acquire another dual purpose canine to replace the one that is about to retire so there is no lapse in service the Canine Unit provides. The dual purpose canine the department intends to pursue will be trained in patrol work and explosives. Explosives detection canine s can secure major events, schools, and government buildings in a more effective way than officers alone. Currently there is only one other explosives-trained canine in Northeastern Pennsylvania. An additional explosive-trained canine would be beneficial to law enforcement agencies throughout the area as SPD's canines are a shared asset to assist other agencies when necessary; and

WHEREAS, SPD will also use the funding to purchase a new Patrol vehicle to transport the dual purpose canine. These specialized vehicles are equipped with canine transport systems and are solely used to transport the canines to calls for service or public events.

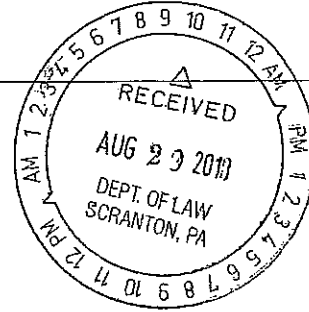
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are hereby authorized to apply for and execute a Grant application by the City of Scranton Police Department and, if successful, accept the funds related thereto through the Pennsylvania Department of Community Development (DCED) for a local share account grant (Gaming Funds-Monroe County) in the amount of \$70,003.00 to be used for the Canine Unit to purchase a Canine Vehicle and a dual purpose canine.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid, or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, Known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

Maggie Perry
Grant Manager
570-558-8335
mamclane@scrantonpa.gov



August 27, 2018

Atty. Jessica Eskra
City of Scranton
340 North Washington Avenue
Scranton, Pa 18503

Re: Local Share Account Fund (Gaming Funds) Monroe County

Atty. Eskra,

I am requesting that you send legislation to City Council for a resolution for the City of Scranton to apply for and execute the Pennsylvania Gaming Local Share Account funding through the Pennsylvania Department of Community and Economic Development. The purpose of this funding is to purchase a new Canine Vehicle and Dual Purpose K-9 to replace one of our active K-9s that is expected to retire next year.

Attached is a copy of the grant application and supplemental items.

The Resolution needs to be included with the application package which is due September 30, 2018 in order for our project to be eligible for grant funding.

If you have any questions or concerns please feel free to contact me at 558-8335.

Thank you,

Maggie Perry
Grant Manager

Single Application for Assistance

Web Application Id: 8218632

Applicant: City of Scranton

Company: City of Scranton

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Applicant Information

Applicant Entity Type:	Government
Applicant Name:	City of Scranton
NAICS Code	9211
FEIN/SSN Number	XXXXXXXXX
DUNS Number:	060497856
CEO:	William Courtright
CEO Title:	Mayor
SAP Vendor #:	XXXXXX
Contact Name:	Maggie
Contact Title:	Perry
Phone:	(570)-558-8335 Ext.
Fax:	(570)-207-0412
E-mail:	MaMcLane@scrantonpa.gov
Mailing Address:	340 N. Washington Avenue
City:	Scranton
State:	PA
Zip Code:	18503

Single Application for Assistance

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Single Application for Assistance

Web Application Id: 8218632

Applicant: City of Scranton

Company: City of Scranton

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Company Information

Company Entity Type:	Government
Company Name:	City of Scranton
NAICS Code	9211
FEIN:	XXXXXXXX
DUNS Number:	060497856
CEO:	William Courtright
CEO Title:	Mayor
SAP Vendor #:	XXXXXX
Contact Name:	Maggie
Contact Title:	Perry
Phone:	(570)-558-8335 Ext.
Fax:	(570)-207-0412
E-mail:	MaMcLane@scrantonpa.gov
Mailing Address:	340 N. Washington Avenue
City:	Scranton
State:	PA
Zip Code:	18503

Single Application for Assistance

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Business Specifics

Current # of Full-time Employees:	
(In PA):	400
(World Wide):	0
Minority Owned:	N/A
	Select
Woman Owned:	N/A
Total Sales \$:	0
Total Export Sales \$:	0
R&D Investment:	0 (% of Budget)
Employee Training Investment:	0 (% of Budget)

Enterprise Type

Indicate the types of enterprises that describe the organization listed above. You may select more than one type.

<input type="checkbox"/> Advanced Technology	<input type="checkbox"/> Agri-Processor	<input type="checkbox"/> Agri-Producer
<input type="checkbox"/> Authority	<input type="checkbox"/> Biotechnology / Life Sciences	<input type="checkbox"/> Business Financial Services
<input type="checkbox"/> Call Center	<input type="checkbox"/> Child Care Center	<input type="checkbox"/> Commercial
<input type="checkbox"/> Community Dev. Provider	<input type="checkbox"/> Computer & Clerical Operators	<input type="checkbox"/> Defense Related
<input type="checkbox"/> Economic Dev. Provider	<input type="checkbox"/> Educational Facility	<input type="checkbox"/> Emergency Responder
<input type="checkbox"/> Environment and Conservation	<input type="checkbox"/> Exempt Facility	<input type="checkbox"/> Export Manufacturing
<input type="checkbox"/> Export Service	<input type="checkbox"/> Food Processing	<input checked="" type="checkbox"/> Government
<input type="checkbox"/> Healthcare	<input type="checkbox"/> Hospitality	<input type="checkbox"/> Industrial
<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Mining	<input type="checkbox"/> Other
<input type="checkbox"/> Professional Services	<input type="checkbox"/> Recycling	<input type="checkbox"/> Regional & National Headquarters
<input type="checkbox"/> Research & Development	<input type="checkbox"/> Retail	<input type="checkbox"/> Social Services Provider
<input type="checkbox"/> Tourism Promotion	<input type="checkbox"/> Warehouse & Terminal	

Government,

Single Application for Assistance

Web Application Id: 8218632

Applicant: City of Scranton

Company: City of Scranton

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Project Overview

Project Name:

Scranton Police K-9

Is this project related to another previously submitted project?

No

If yes, indicate previous project name:

Have you contacted anyone at DCED about your project?

No

If yes, indicate who:

Single Application for Assistance

Web Application Id: 8218632

Applicant: City of Scranton

Company: City of Scranton

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Project Site Locations

Address:	100 S. Washington Avenue
City:	Scranton
State:	PA
Zip Code:	18505
County:	Lackawanna
Municipality:	Scranton City
PA House:	Kevin Haggerty (112), Marty Flynn (113)
PA Senate:	John P. Blake (22)
US House:	Matthew Cartwright (17)
Current Employees:	400
Jobs To Be Created:	0
Jobs that Pay:	\$31,612.00
	Created 0 Retained 0
	<p><u>Jobs that Pay</u></p> <p>Jobs that Pay is Part Of Governor Wolf's initiative to improve Pennsylvania's overall job climate and job growth through partnering with the private sector to encourage the creation and retention of jobs that pay at least 80% of the annual average wage in the county where the jobs are located. (See current county listings). Job creation and retention will help ensure that businesses and communities provide employment opportunities for all of the state's residents, improve the local tax base, and achieve prosperity and a higher quality of life for families and communities.</p> <p>NOTE: Jobs that Pay required data by the Department is for reporting purposes only and will NOT be used as a criteria for awarding loans, loan guarantees, grants or tax credits.</p>
Designated Areas:	Act 47 Distressed Community

Single Application for Assistance

Web Application Id: 8218632

Applicant: City of Scranton

Company: City of Scranton

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Project Budget

	Local Share Account Fund (Gaming Funds) Monroe County	Total
Miscellaneous	\$70,003.00	
Dual Purpose K-9	\$13,408.00	\$13,408.00
Canine Vehicle	\$56,595.00	\$56,595.00
Total	\$70,003.00	
	Budget Total:	\$70,003.00

Basis of Cost

Provide the basis for calculating the costs that are identified in the Project Budget.

Bids/Quotations

Budget Narrative

The narrative must specifically address each of the cost items identified in the Project Budget section. If an amount is placed in any of the OTHER categories, you must specify what the money will be used for. NOTE: Some programs have specific guidelines regarding the narrative necessary to qualify for that particular resource. Please read the Program Guidelines for details.

The basis of cost is based on cost estimates provided by Kovatch Ford for the vehicle and Tarheel Canine Training, Inc. for the cost of the K-9 and associated training.

Single Application for Assistance

Web Application Id: 8218632

Applicant: City of Scranton

Company: City of Scranton

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Project Narrative

What do you plan to accomplish with this project?

Identify the problem(s) that need to be resolved.

The Scranton Police Department (SPD) is requesting funding for the Canine Unit for a Canine Vehicle and a dual purpose Canine (K-9). Currently the department has five canines; four are trained in both narcotic detection and patrol work, one is trained as an accelerant detection K-9 and is utilized in suspected arson investigations. Canines are an asset to any police department, not only do they assist with the apprehension of suspects, searches and provide officer safety but they are also a public relations tool; SPD's K-9's work the Crime Prevention Unit which involves presentations at schools and special events.

SPD would like acquire another dual purpose K-9 to replace one that is about to retire so there is no lapse in service the Canine Unit provides. The dual purpose K-9 the department intends to pursue will be trained in patrol work and explosives. Explosives detection K-9s can secure major events, schools and government buildings in a more effective way than officers alone.

How do you plan to accomplish it?

Include expected outcomes that are measurable, obtainable, clear and understandable, and valid. Examples of measurable outcomes include jobs created or retained, people trained, land or building acquired, housing units renovated or built, etc.

Outcome: Consistent public service provided by SPD Canine Unit despite retirement of one of the current K-9;s

Outcome: Reliable vehicle to transport K-9 to calls for service and public events

Outcome: Availability of an additional explosive trained K-9 in NEPA for other agencies

How do you plan to use the funds?

Should include specific use of funds and reflect the budget provided with the application.

The funds will be used to purchase a Canine Patrol Vehicle and a dual purpose Canine.

- The estimated cost of the patrol vehicle is \$56,595
- The estimated cost of the dual purpose K-9 is \$13,408
- Total project cost: \$ 70,003

Projected Schedule and Key Milestones and Dates

A detailed schedule of activities, including key milestones and dates, must accompany this application if applicable to the project.

Once funding has been approved the City of Scranton will RFQ for the purchase of a Ford F150 Canine Patrol Vehicle and the procurement process will begin for the purchase and training of the dual purpose K-9.

- Preparation and posting of RFQ- 30 days
- Purchase of vehicle and installation of K-9 Transport System- 30 days
- Training of dual purpose K-9 with handler- 4 weeks.

Single Application for Assistance

Web Application Id: 8218632

Applicant: City of Scranton

Company: City of Scranton

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Program Addenda

In addition to the Single Application, the Applicant shall submit the following list of items. All items marked with a red diamond are required to be uploaded to the application. The items that are not required should be uploaded if they are applicable to the project.

1. Provide a description of the project which discusses all of the following: (a) a detailed project description to include specific project activities and expected results; (b) the specific location of the project site; (c) whether the proposed project is consistent with an existing regional, county, or local comprehensive plan; (d) whether the proposed project has been identified as a priority investment in a local or regional economic development plan or strategy; (e) the anticipated employment, investment, and/or community impact of the project; (f) if a difference exists, the historical and proposed use of the project site; and (g) if applicable, the experience of the developer to include a discussion of previously completed projects.

Uploaded Documents

1. Project Description.docx

2. A projected schedule and detailed timeline for the project;

Uploaded Documents

2. Timeline.docx

3. A budget accompanied by a description of the basis of costs for the project and sources of funding;

Uploaded Documents

3. Budget.docx

4. Copies of signed bids/quotations, contractor estimates, sales agreements, or engineer estimates verifying project costs. Bids should be current and dated;

Uploaded Documents

4. Copy of FLEET INVOICE.xls
4. Estimate (K-9).doc

5. Evidence of conformity of the project with local and regional comprehensive plans and zoning (in the form of a letter from the applicable planning/zoning office), if applicable;

Uploaded Documents

Single Application for Assistance

Web Application Id: 8218632

Applicant: City of Scranton

Company: City of Scranton

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Program Addenda

6. A letter of support for the project from the affected community;

Uploaded Documents

7. Provide a resolution duly adopted by the applicant's governing board formally requesting the grant, designating an official to execute all documents, describing briefly the project scope, and identifying the grant amount;

Uploaded Documents

8. Copies of funding commitment letters from all other project funding sources, if applicable; and

Uploaded Documents

9. Copy of the Applicant's and/or project user's latest financials.

Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and send via US Mail. Please reference the Application ID number on all mailed documents.

Uploaded Documents

2018 Operating Budget.pdf

PA DCED
Local Share Account Fund Monroe County
City of Scranton Police Department
Web Application # 8218632

Description of Project:

The Scranton Police Department (SPD) is requesting funding for the Canine Unit for the purchase of a Canine Vehicle and a dual purpose Canine (K-9). One of the current dual purpose canines, Yogy, a German Shepard trained in narcotic detection and patrol work is expected to retire in the next year; this will leave SPD short a much needed canine. Currently the department has five canines; four are trained in both narcotic detection and patrol work, one is trained as an accelerant detection K-9 and is utilized in suspected arson investigations. Canines are an asset to any police department, not only do they assist with the apprehension of suspects, searches and provide officer safety but they are also a public relations tool; SPD's K-9's work the Crime Prevention Unit which involves presentations at schools and special events.

SPD would like acquire another dual purpose K-9 to replace Yogy so there is no lapse in service the Canine Unit provides. The dual purpose K-9 the department intends to pursue will be trained in patrol work and explosives. Explosives detection K-9s can secure major events, schools and government buildings in a more effective way than officers alone. Currently there is only one other explosives trained K-9 in Northeastern Pennsylvania. An additional explosive trained K-9 would be beneficial to law enforcement agencies throughout the area as SPD's canines are a shared asset that assists other agencies when necessary.

SPD will also use funding to purchase a new Patrol vehicle to transport the dual purpose K-9. These specialized vehicles are equipped with K-9 transport systems and are solely used to transport the K-9 to calls for service or public events.

PA DCED
Local Share Account Fund Monroe County
City of Scranton Police Department
Web Application # 8218632

Budget:

The funds will be used to purchase a Canine Patrol Vehicle and a dual purpose Canine.

- The estimated cost of the patrol vehicle is \$56,595
- The estimated cost of the dual purpose K-9 is \$13,408
- Total project cost: \$ 70,003



Kovatch Ford Inc.
428 W. Catawissa Street
Nesquehoning, PA 18240
PH: 570-527-0858

Quote 82218

To: Scranton Police Department

Date: 8/22/2018

Salesperson: Barry Messerschmidt

VIN#			
QTY	Description	Unit Price	Line Total
1	2019 Ford F150 police package K9 no spot light	\$40,121.00	\$40,121.00
1	Code 3 47" 21 tr multicolor alleys, take down emitter	\$1,850.00	\$1,850.00
8	Code 3 #MR6 Lights - Universal Mount	\$136.25	\$1,090.00
	4 push bumper mounted 2 on each side of the body 2 rear of cap		\$0.00
1	Code 3 #XT308 Rear Window Light	\$392.58	\$392.58
2	Sound Off Signal Interceptor - LED for Tail lights	\$157.00	\$314.00
1	Code 3 #3492L6S Xcel siren	\$613.45	\$613.45
1	Code 3 #C3100 Speaker	\$275.00	\$275.00
1	Havis #C-2410 24 inch Consolidator Console w/ Arm Rest & Cup Holder	\$885.50	\$885.50
1	F250 K9 Transport system	\$3,595.65	\$3,595.65
1	Hot and Pop system	\$2,470.92	\$2,470.92
1	Fan kit	\$470.79	\$470.79
1	Led interior light kit	\$235.00	\$235.00
1	Leer Truck Cap w/ Lifting Side & Rear Windows Tinted Black	\$1,950.00	\$1,950.00
	Tinted Black		\$0.00
1	Window Tint	\$185.00	\$185.00
1	Steel Vehicle Push Bumper	\$730.38	\$730.38
1	70%roll out tray	\$1,250.00	\$1,250.00
1	Led light in cap	\$165.00	\$165.00
		Additions Total	\$56,594.27
		Subtotal	
		Total	\$56,594.27
		Deposit	\$0.00
		Final Total	\$56,594.27



Check us out on Facebook
at Kovatch Ford Fleet Sales
www.kovatchford.com

Terms: NET 30

Invoice Accepted: _____ Date: _____

Please sign and date.

Up fitter Signature: Barry Messerschmidt

Please sign and date.

Kovatch Representative: Barry Messerschmidt

Please sign and date.

Please make all checks payable to:

KOVATCH FORD
423 West Catawissa Street
Nesquehoning, PA 18240

Mail to Attn: Fleet Sales

NOTE: Signing of this invoice is an agreement by the purchaser that they are accepting the vehicle along with the upfit items as they agreed to and have reviewed the vehicle for proper operation of all equipment. Purchaser understands that any changes made after signing of the invoice is the customers responsibility. All parts are subject to their manufacturers warranty and no labor is covered by any warranty. Initial: _____

Costars Contract # 25 Vendor # 025-084

P72-1-F4

Original Issue Date: 1/12/12

Revision: 1

Revision Date: 1/19/12

Tarheel Canine Training, Inc.

Contact: Jerry Bradshaw, President & Training Director

230 W. Seawell Street, Sanford, NC 27330

Tel. 919-774-4152 Fax. 919-776-3151 Cell 919-244-8044

www.tarheelcanine.com

Email: malinois_jb@mindspring.com

Quote on Dual Purpose Explosives K9

- 1) **K9:** Tarheel Canine Training, Inc. (TK9) will provide a Belgian Malinois or German Shepherd Dog according to the purchaser's specifications. The dog(s) shall possess suitable drive for the training of explosives detection and patrol functions.
- 2) **Training:** Tarheel Canine will train the dog in the areas of criminal apprehension, handler protection, multiple suspect apprehension, recall (call-off), release on command, building search, area search, prisoner transport, gunfire apprehensions, and the detection of explosives compounds. These are to include but not limited to: Explosive Salts (Nitrates and Perchlorates), Nitromethane, Black, Flash & Smokeless powders, Safety Fuse, Cast Boosters, Detonation Cord, TNT compounds, Dynamite, Water Gel, Emulsion, PETN compounds, RDX compounds, HMX, Sheet Explosives, Composition B & Semtex. Training will also be in the areas of scent discrimination trailing (or tracking if requested), practical agility and tactical obedience. The dog will be trained to nationally recognized standards.
- 3) **Lifetime Performance Guarantee:** Tarheel Canine Training Inc. guarantees that the K9 provided to the purchaser will meet the expectations of the purchaser in terms of temperament and working ability provided that the purchasing agency properly maintains the K9s training according to the program of training as instructed in the handler course, and additionally that such training is documented in training records. Should the team not meet the expectations of the purchaser after a suitable opportunity for remediation by Tarheel Canine Training Inc., the K9 shall be replaced (excluding any and all expenses that may be incurred to return the K9 and handler to Tarheel Canine Training Inc) at the mutual convenience of the purchaser and Tarheel Canine Training Inc, allowing for suitable time to procure and train a replacement K9 and conduct a handler course. **This guarantee is in force for the lifetime of the K9.** There will be no charge to the purchasing agency for the handler course or lodging if a replacement K9 is issued. Any K9 returned must be in a healthy condition, with no permanent injury or defects. Should the canine's handler be replaced for any reason, the new handler and K9 must complete a full handler course within three (3) months of the change of handler at TK9's facility at TK9's market rate to keep this performance guarantee in force.
- 4) **Cost:** The cost for each dog, including training, handler course, certification, in-service training, and annual recertification is \$11,495.00 per dog. Housing cost is \$650 for 4 weeks. Dual Purpose Equipment Kit (required) is \$800 per dog. Total Cost (excluding equipment) is \$12,145. **Total Cost (including all required equipment) is \$12,945.00.** The equipment list is detailed in 8) below.
- 5) **Housing:** For the convenience of our agencies sending handlers to our handler course, we offer a number of housing options. The price quoted in the bid sheets is a price for our dormitories. Dorms are private rooms with a bed and a dresser. There are male/female bathrooms, efficiency kitchen with refrigerator, microwave, and sink, and a common area with a dining table and couches and a TV. This is the least expensive housing option we offer. Please understand that the dorms are located at a K9 training facility, and so there will be noise early in the mornings, and handlers/students are responsible for cleaning up after themselves, in their rooms, lavatories, and common areas. These are basic accommodations, not luxury accommodations. There is no maid service. If your agency prefers hotel

accommodations for your handlers, you are welcome to select this instead of the dorms, but market (or government) hotel rates will apply, and the agency will be responsible for making arrangements for such housing in advance of the handler course. We can provide a list of available hotels in the area. Housing is first come first serve for dorm slots. If your handler arrives here and you have paid for dorm housing and then decide that a hotel is preferred, the difference in rates will be the responsibility of the agency, and not be the responsibility of Tarheel Canine Training, Inc. There are a number of hotels in the area, with a range of rates, including Quality Inn, Holiday Inn Express, Hampton Inn, Days Inn, and Comfort Suites.

- 6) **Payment Terms:** **Payment Terms:** Tarheel Canine accepts municipal checks, MasterCard, Visa, American Express, or municipal purchase orders. A down payment of 50% of the total cost is due upon placing the order. **Payment in full must be received on or before the first day of the handler course.** A 12% APR will be charged on any outstanding balances. **Pre-Payment:** A 2% discount will be applied if prepayment is received at least 30 days in advance of the scheduled handler course. **Multiple Purchases:** A 2.5% discount will be applied to the total cost of any multiple purchases. If other discounts are provided at the time this quote is provided, that are larger than the multiple purchase discount, only the pre-payment discount can apply after that.
- 7) **Health Guarantee:** TK9 warrants that the canine(s) provided will be in good general health when delivered to the buyer. The canine(s) will be current on all vaccinations, de-worming, and heartworm preventative. Health records and hip and elbow x-rays shall be provided the buyer upon taking possession of the animal on the first day of the handler course. Any veterinary expenses incurred during the handler course for treatment of injury or diagnosis and treatment of any illness, not as the result of handler negligence, shall be paid by TK9. Within 30 days of the conclusion of the handler course, Buyer shall obtain an initial baseline veterinary exam and a round of vaccinations to include a rabies vaccination from their departmental veterinarian. TK9 will unconditionally guarantee that the dogs will pass the physical health standards as set forth by the Buyer, including but not limited to X-ray screening for hip and elbow dysplasia, all current vaccinations, heartworm prevention and be free of internal and external parasites. TK9 will replace a canine that fails the buyer's health requirements as a result of this baseline examination. TK9 shall not be liable for any expenses associated with this initial veterinary screening exam, nor any veterinary costs of diagnosis or treatment for any condition at any time beyond the handler course. Should the buyer's veterinarian fail the dog for medical reasons, a written report detailing the defect responsible for this conclusion and its **congenital nature** shall be immediately forwarded to TK9 for immediate consideration under this health guarantee. Further, for a period not to exceed 2 years from the date of purchase, TK9 further guarantees replacement of the canine for any diagnosed congenital health defects which, in the opinion of the Buyer's veterinarian, will limit the canine(s) ability to function in the trained capacity of a police service dog. A written report of any such finding shall be forwarded to TK9 for immediate consideration for replacement. Any veterinary charges associated with diagnosing and/or treating any such congenital defects will be the sole responsibility of the buyer. Should the health guarantee be triggered, the dog shall immediately be returned to TK9 at the buyer's sole expense. Upon TK9's receipt of the dog in otherwise good health excepting the reason for the return, TK9 shall be obligated to replace the dog and handler course (including handler housing) with one of *similar* age, breed and training ability within three (3) months time.
- 8) **Health Guarantee Exclusions:** TK9 shall not guarantee dental defects resulting from injury in the course of training beyond handler course. K9 obesity shall void the health guarantee. K9s should be maintained at an appropriate weight. Failure to maintain preventative care, including heartworm prevention, will void the health guarantee.
- 9) **Delivery:** **Delivery:** Shall be at the mutual convenience of the purchaser and Tarheel Canine Training, Inc. Please feel free to call me at 919-244-8044 (cell) or 1-800-766-9032 (office) if we can be of service.

10) Equipment: Required K9 Equipment & Supplies for TK9 Handler Course:

Each student *must* have each of these items listed in Required Equipment & Supplies for use in the handler course. If purchase of this equipment is made elsewhere, or if the department already has some of the equipment, please consult TK9 as to appropriate sizing to insure the equipment will fit the dog. The *Recommended* equipment listed at bottom is not required for the handler course but recommended for use.

Required Equipment & Supplies

2qt Stainless Steel Food Bowl (2)
Water Hole Bowl
Water Bucket
Dual-sided, S/S Shedding Blade
Firm Curved Slicker Brush
Medium European Style Working Muzzle
3mm Chrome Pinch Collar 18" (2)
4mm Long Link Fur Saver Chrome
1 1/4" Mil Spec Agitation Collar
2" Heavy Agitation Collar Adjusts 18"-24"
6' x 3/4" Braided Leather Leash
15'x1" Tubular Nylon Tracking Line
30'x1" Tubular Nylon Tracking Line
60'x1" Tubular Nylon Tracking Line
Duty Harness
Police Patch (2)
Large Aqua Kong (2)
Medium Tan Leather Tracking Harness
Tribal Sleeve
Standard Economy Jute Sleeve Cover
Low Profile Hidden Sleeve
12"x2" Suit Tug One Handle (2)
9mm Blanks
Bamboo Clatter Stick
Controlled Aggression by Jerry Bradshaw

Total.....\$800.00

Recommended K9 Equipment

Blanks.....\$34.95
40 # Dog Food (Eagle Pack Adult).....\$45/Bag
4# Vertex Supplement.....\$41.50
500 Travel Crate.....\$75.00
K9 First Aid Kit.....\$176.95
Leg Sleeve.....89.99
European Made Bite Suit.....\$1550.00

11) Recommended Vendors for Vehicle Equipment & Outdoor Kennels: www.havis.com (cage, heat detection, door popper) and www.optionsplus.com for outdoor kennel system.



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

August 31, 2018

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT TO THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (DCED) FOR A LOCAL SHARE ACCOUNT GRANT (GAMING FUNDS-MONROE COUNTY) IN THE AMOUNT OF \$70,003.00 TO BE USED FOR THE CANINE UNIT FOR THE PURCHASE OF A CANINE VEHICLE AND A DUAL PURPOSE CANINE.

Respectfully,

Jessica Eskra (s)
Jessica L. Eskra, Esquire
City Solicitor

JLE/sl